

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**

LASHEENA SIPP-LIPSCOMB AND ANDRES GARDIN, SR., Individually and in their own right and as Parents and Natural Guardians of ANDRES GARDIN, JR., a minor	:	CIVIL ACTION NO. 20-cv--01926
	:	
	:	
	:	
V.	:	
	:	
	:	
EINSTEIN PHYSICIANS PENNYPACK PEDIATRICS, et al	:	

ORDER

AND NOW, this _____ day of _____, 2022, upon consideration of Defendants, Charles W. Concodora, M.D. and Urology for Children's, Motion *in Limine* to preclude any testimony, argument and evidence regarding money owed to Urology for Children by St. Christopher's Hospital, and any response thereto, it is hereby **ORDRED** and **DEREED** that said Motion is **GRANTED**.

It is further **ORDERED** and **DECREED** that Plaintiffs are precluded from offering, referring to or otherwise introducing any testimony, argument or evidence regarding money owed to Urology for Children by St. Christopher's Hospital.

BY THE COURT:

MICHAEL M. BAYLSON, J.

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**

LASHEENA SIPP-LIPSCOMB AND	: CIVIL ACTION NO. 20-cv--01926
ANDRES GARDIN, SR., Individually and in	:
their own right and as Parents and Natural	:
Guardians of ANDRES GARDIN, JR., a minor	:
	:
V.	:
	:
EINSTEIN PHYSICIANS PENNYPACK	:
PEDIATRICS, et al	:

**MOTION *IN LIMINE* OF DEFENDANTS,
CHARLES W. CONCODORA, M.D. AND UROLOGY FOR CHILDREN,
TO PRECLUDE ANY TESTIMONY, ARGUMENT AND EVIDENCE
REGARDING MONEY OWED TO UROLOGY FOR CHILDREN
BY ST. CHRISTOPHER'S HOSPITAL**

Defendants, Charles W. Concodora, M.D. and Urology for Children, by and through their attorneys, German Gallagher and Murtagh, P.C., hereby move to preclude Plaintiffs from introducing testimony, argument and evidence regarding money owed to Urology for Children by St. Christopher's Hospital at the time of trial.

I. FACTS

This matter arises out of Plaintiffs' allegations that the Defendants were negligent which caused a delay in the diagnosis and treatment of the Minor Plaintiff's testicular torsion. Plaintiffs' sole claim against Moving Defendant, Dr. Concodora, is for negligence. Plaintiffs' sole theory of liability against Moving Defendant, Urology for Children, is for vicarious liability for the alleged negligence of Dr. Concodora.

However, over the course of this litigation, Plaintiffs have alleged and implied that Dr. Concodora did not come to the hospital to see the minor Plaintiff due to "St. Chris' failure and refusal to pay for the on-call urology service provided by the attending urologist, Charles

Concodora, MD and his practice, Urology for Children, LLC”. By way of example, in Plaintiff’s settlement demand letter dated March 16, 2022, Plaintiff stated the following:

Moreover, lurking behind this fact pattern was St. Chris’ failure and refusal to pay for the on-call urology service provided by the attending urologist, Charles Concodora, MD and his practice, Urology for Children, LLC. In this regard, Dr. Concodora and other physicians employed by Urology for Children, LLC, were providing over 700 hours each month for on-call coverage services of the St. Chris ER. St. Chris, however, due to its financial difficulties and looming bankruptcy, stopped paying for these services in April 2019, and as confirmed in a later bankruptcy filing was delinquent by more than \$100,000 by the time of the instant malpractice on July 24, 2019. ***A jury will consider these facts*** (among other egregious facts including the unauthorized practice of medicine by St. Chris’ ultrasound technologist and the ER physicians’ reliance upon same), ***when it considers Dr. Concodora’s failure and/or refusal to appropriately respond between 5:00-6:00 AM on July 24, 2019, when he was contacted (presumably at home) by the urology resident and failed and/or refused to remotely access Andres’ electronic medical records and/or otherwise travel to St. Chris to address the clear urological emergency.***

See Exhibit A at pg. 3 (emphasis added).

Importantly, when Dr. Concodora was questioned at his deposition by Plaintiff’s counsel about any debt that was owed by St. Christopher’s Hospital to Urology for Children, Dr. Concodora testified that he had no knowledge of the filing in the US District Court by Urology for Children nor did he have any knowledge that St. Christopher’s Hospital owed money to Urology for Children. Specifically, he was questioned and testified as follows:

15 Q. Did there come a time when Urology for
16 Children was not being paid by St. Christopher's
17 Hospital?

18 A. I'm not privy to that information.

19 Q. I'm going to show you a document. This is a
20 filing in the United States District Court by
21 Urology for Children. Let me show you here on page
22 2 of this filing, there is a footnote, too, that
23 refers to agreements that are with St.
24 Christopher's Hospital and one of them is a service

1 agreement.

2 I think I raised that before when we
3 were off the record in the beginning of the
4 deposition.

5 Do you have any knowledge about that
6 service agreement?

7 A. No, I do not.

See Exhibit B at pgs. 83:15-24 - 84:1-7

18 Q. It identifies in here that the debtors, which
19 is the entity that own St. Christopher's Hospital
20 were obligated to make payments to Urology for
21 Children for services rendered and that the debtors
22 defaulted on their obligation to make all required
23 payments, and in that regard it identifies that the
24 debtors owe Urology for Children \$37,200 for

1 on-call coverage during May of 2019; \$36,000 for
2 June of 2019; \$37,200 for July of 2019. Were you
3 ever made aware of any of that?

4 A. No.

See Exhibit B at pgs. 84:18-24 – 85:1-4.

Thus, Moving Defendants anticipate that Plaintiffs will attempt to introduce testimony, argument and/or evidence regarding money that was owed to Urology for Children by St. Christopher's Hospital and allege and/or imply that Dr. Concodora did not come to the hospital to see the minor Plaintiff because of the money that was owed to Urology for Children. Defendants, Dr. Concodora and Urology for Children, have vehemently denied this allegation and maintain that Plaintiffs' reference to any money owed by St. Christopher's Hospital is entirely irrelevant to this matter and had absolutely no relation to Dr. Concodora and Urology for Children's involvement with the minor Plaintiff.

II. LEGAL ARGUMENT

A. Evidence of money owed by St. Christopher's Hospital to Urology for Children is Irrelevant.

Under Fed. R. Evid. 401, evidence is relevant if it: (1) has any tendency to make a fact more or less probable than it would be without the evidence; and (2) the fact is of consequence in determining the action. Evidence that is irrelevant is not admissible. Fed. R. Evid. 402.

Any money owed to Urology for Children by St. Christopher's Hospital is entirely irrelevant to the issue of whether the defendants exercised the requisite standard of care at the time of the minor Plaintiff's care. Thus, any money that was owed to Urology for Children by St. Christopher's Hospital has no probative value and no bearing whatsoever on the issue the jury is to decide: whether the defendants conduct with respect to the minor Plaintiff's care fell below the standard of care. Introduction of the evidence would serve no legitimate purpose. Plaintiff's only intention to introduce such evidence and/or testimony would be to divert the jury's attention away from the real issues in the case. Thus, admitting this evidence would only serve to confuse the jury and divert their attention away from the specific issues in this case. As such, the Court should not permit such irrelevant evidence at trial. *See* Fed. R. Evid. 402

B. Any probative value of evidence of money owed by St. Christopher's Hospital to Urology for Children is outweighed by a danger of undue prejudice.

Even if Plaintiff's anticipated evidence or testimony regarding money owed to Urology for Children by St. Christopher's Hospital was relevant (which it is not), it should nonetheless be excluded under Fed. R. Evid. 403, which provides that:

The court may exclude relevant evidence if its probative value is substantially outweighed by a danger of one or more of the following: unfair prejudice, confusing the issues, misleading the jury, undue delay, wasting time, or needlessly presenting cumulative evidence.

Allowing the jury to hear testimony, argument or evidence regarding money owed to Urology for Children by St. Christopher's Hospital would unfairly prejudice the Defendants, as this information could cause the jury to view Moving Defendants in an unfavorable light. Any purported value of evidence and/or testimony that St. Christopher's Hospital owed Urology for Children money will inevitably prejudice, confuse and mislead the jury against Moving Defendants. Moreover, it will cause undue delay and waste the jury's time, as such information is not dispositive of the issue before the jury. As such, the Court should not permit such evidence at trial.

III. CONCLUSION

For the reasons set forth above, Defendants, Charles W. Concodora, M.D. and Urology for Children, respectfully request that the Court grant their Motion *in Limine* and preclude any argument, testimony or evidence regarding money owed to Urology for Children by St. Christopher's Hospital.

GERMAN, GALLAGHER & MURTAGH

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Urology for Children

**IN THE UNITED STATES DISTRICT COURT FOR THE
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LASHEENA SIPP-LIPSCOMB AND	: CIVIL ACTION NO. 20-cv--01926
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V.	:
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EINSTEIN PHYSICIANS PENNYPACK	:
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**MEMORANDUM RE: THE MOTION *IN LIMINE* OF DEFENDANTS,
CHARLES W. CONCODORA, M.D. AND UROLOGY FOR CHILDREN,
TO PRECLUDE ANY TESTIMONY, ARGUMENT AND EVIDENCE
REGARDING MONEY OWED TO UROLOGY FOR CHILDREN
BY ST. CHRISTOPHER'S HOSPITAL**

This matter arises out of Plaintiffs' allegations that the Defendants were negligent which caused a delay in the diagnosis and treatment of the Minor Plaintiff's testicular torsion. Plaintiffs' sole claim against Moving Defendant, Dr. Concodora, is for negligence. Plaintiffs' sole theory of liability against Moving Defendant, Urology for Children, is for vicarious liability for the alleged negligence of Dr. Concodora.

However, over the course of this litigation, Plaintiffs have alleged and implied that Dr. Concodora did not come to the hospital to see the minor Plaintiff due to "St. Chris' failure and refusal to pay for the on-call urology service provided by the attending urologist, Charles Concodora, MD and his practice, Urology for Children, LLC". By way of example, in Plaintiff's settlement demand letter dated March 16, 2022, Plaintiff stated the following:

Moreover, lurking behind this fact pattern was St. Chris' failure and refusal to pay for the on-call urology service provided by the attending urologist, Charles Concodora, MD and his practice, Urology for Children, LLC. In this regard, Dr. Concodora and other physicians employed by Urology for Children, LLC, were

providing over 700 hours each month for on-call coverage services of the St. Chris ER. St. Chris, however, due to its financial difficulties and looming bankruptcy, stopped paying for these services in April 2019, and as confirmed in a later bankruptcy filing was delinquent by more than \$100,000 by the time of the instant malpractice on July 24, 2019. ***A jury will consider these facts*** (among other egregious facts including the unauthorized practice of medicine by St. Chris' ultrasound technologist and the ER physicians' reliance upon same), ***when it considers Dr. Concodora's failure and/or refusal to appropriately respond between 5:00-6:00 AM on July 24, 2019, when he was contacted (presumably at home) by the urology resident and failed and/or refused to remotely access Andres' electronic medical records and/or otherwise travel to St. Chris to address the clear urological emergency.***

See Exhibit A at pg. 3 (emphasis added).

Importantly, when Dr. Concodora was questioned at his deposition by Plaintiff's counsel about any debt that was owed by St. Christopher's Hospital to Urology for Children, Dr. Concodora testified that he had no knowledge of the filing in the US District Court by Urology for Children nor did he have any knowledge that St. Christopher's Hospital owed money to Urology for Children. Specifically, he was questioned and testified as follows:

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entirely irrelevant to this matter and had absolutely no relation to Dr. Concodora and Urology for Children's involvement with the minor Plaintiff.

ANALYSIS

A. Evidence of money owed by St. Christopher's Hospital to Urology for Children is Irrelevant.

Under Fed. R. Evid. 401, evidence is relevant if it: (1) has any tendency to make a fact more or less probable than it would be without the evidence; and (2) the fact is of consequence in determining the action. Evidence that is irrelevant is not admissible. Fed. R. Evid. 402.

Any money owed to Urology for Children by St. Christopher's Hospital is entirely irrelevant to the issue of whether the defendants exercised the requisite standard of care at the time of the minor Plaintiff's care. Thus, any money that was owed to Urology for Children by St. Christopher's Hospital has no probative value and no bearing whatsoever on the issue the jury is to decide: whether the defendants conduct with respect to the minor Plaintiff's care fell below the standard of care. Introduction of the evidence would serve no legitimate purpose. Plaintiff's only intention to introduce such evidence and/or testimony would be to divert the jury's attention away from the real issues in the case. Thus, admitting this evidence would only serve to confuse the jury and divert their attention away from the specific issues in this case. As such, the Court should not permit such irrelevant evidence at trial. *See* Fed. R. Evid. 402

B. Any probative value of evidence of money owed by St. Christopher's Hospital to Urology for Children is outweighed by a danger of undue prejudice.

Even if Plaintiff's anticipated evidence or testimony regarding money owed to Urology for Children by St. Christopher's Hospital was relevant (which it is not), it should nonetheless be excluded under Fed. R. Evid. 403, which provides that:

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CONCLUSION

For the reasons set forth above, Defendants, Charles W. Concodora, M.D. and Urology for Children, respectfully request that the Court grant their Motion *in Limine* and preclude any argument, testimony or evidence regarding money owed to Urology for Children by St. Christopher's Hospital.

GERMAN, GALLAGHER & MURTAGH

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	:	
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	:	
V.	:	
	:	
	:	
EINSTEIN PHYSICIANS PENNYPACK PEDIATRICS, et al	:	

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Motion *in Limine* of Defendants, Charles W. Concodora, M.D. and Urology for Children, to preclude Plaintiffs from introducing any testimony, argument and evidence regarding money owed to Urology for Children by St. Christopher's Hospital at the time of trial was filed with the Court on December 1, 2022 and was served upon all counsel of record via the Court's ECF System.

GERMAN, GALLAGHER & MURTAGH

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March 16, 2022

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All Counsel
March 16, 2022
Page 2

**Re: Sipp-Lipscomb, et al. v. Einstein Physicians Pennypack Pediatrics, et al.
United States District Court for the Eastern District of Pennsylvania
Civil Action No. 20-cv-1926**

Dear Counsel:

In connection with the Order entered by Judge Strawbridge on March 9, 2022 (ECF No. 170), please consider this correspondence to constitute Plaintiffs' settlement demand for the primary insurance and MCare limits for each of the Defendants in this case. This demand is predicated upon a pattern of outrageous neglect and reckless misconduct evidenced by each of the Defendants in myriad ways that resulted in the Minor Plaintiff, Andres Gardin, Jr., losing his left testicle at 27 months of age from an undiagnosed testicular torsion.

Discovery in this case has revealed not only clear breaches of duty and obvious reckless misconduct, but a host of conflicting positions taken by the Defendants and their experts blaming each other for the events at issue. Because of the conflicts between the Defendants, together with the catastrophic injury and the outrageous misconduct, Plaintiffs expect that a jury in this case will award substantial punitive and compensatory damages against each Defendant. In this regard, we call your attention to *Campbell v. Allegheny University Hospital - Hahneman Division*, November Term 1999, No. 0440 (Philadelphia County), wherein the plaintiff was awarded \$8.5 Million in compensatory damages at trial for an undiagnosed testicular torsion. Fortunately for the plaintiff in *Campbell*, the torsed testicle on surgical examination did not need to be removed, unlike this case where due to the outrageous delay and misdiagnoses, when exploratory surgery was ultimately performed more than 24 hours after the child's initial presentation of symptoms, the torsed testicle was found to be no longer viable and required surgical removal.

In this case, each of the co-Defendants associated with St. Christopher's Hospital for Children claim that the original error transpired when the Andres' pediatric practice (operated by the Einstein Defendants) failed to direct his family to the emergency room when his mother first called an Einstein telephone triage nurse at 3:47 PM. In this regard, Andres' mother testified that when her child awoke from a nap around 3:45 PM on July 23, 2019, he had scrotal pain and scrotal swelling. According to the Einstein triage nurses that were deposed in this case, these symptoms constituted a known urological emergency requiring immediate medical attention at an ER. Einstein however did not direct Andres' mother to the ER and instead assured her that the symptoms were likely secondary to fluid accumulation and to simply monitor the child at home unless or until the symptoms worsened. Andres' mother followed this clearly reckless and medically unsupported advice to the letter and when the symptoms worsened in the early morning, she took the child to St. Chris who recorded in the ER note the content of her conversation with the Einstein triage nurse.

Through discovery in this case, Einstein has identified, contrary to its medical record keeping policy, that it cannot locate any record of the call. Nonetheless, the call is not in dispute because the

All Counsel
March 16, 2022
Page 3

telephone records produced by T-Mobile establish that the call was made for 2 minutes and 41 seconds. Moreover, Einstein cannot identify the employee that managed the triage call. Because Einstein has no evidence to dispute Plaintiffs' claim and did not follow its alleged habit, custom and practice, Einstein will be unable to contest a breach of the standard of care. This breach will become only more pronounced as each of the experts for the co-Defendants claim that emergency action should have been taken when the symptoms were first reported at 3:47 PM.

Einstein's grossly reckless errors, in violation of their own policies and procedures, were then compounded when Plaintiffs arrived at the St. Chris ER. Notwithstanding an obvious presentation for a testicular torsion that should have been addressed immediately and/or appropriately managed by St. Chris' ER physicians, ultrasound technician, remote teleradiologist and urology resident and attending, the many opportunities to address Andres' true condition were missed and otherwise recklessly avoided. It is ultimately beyond dispute from St. Chris' own internal investigation that the ultrasound imaging taken that evening failed to demonstrate testicular blood flow which should have triggered a prompt surgical evaluation. Had that action been taken, Andres' testicle would have survived—a point confirmed by both of Einstein's experts who opine that Andres' testicle was salvageable until his premature discharge from St. Chris.

The Defendants associated with St. Chris however have taken conflicting positions with the teleradiologist blaming the ultrasound technician, urology personnel and the ER physicians, and vice-a-versa, including accusations by Plaintiffs and some of the Defendants that St. Chris' ultrasound technician was engaged in the unauthorized practice of medicine without a license. These conflicts will only become more pronounced at trial and Plaintiffs predict will lead to a substantial jury award against all Defendants for both compensatory and punitive damages.

Moreover, lurking behind this fact pattern was St. Chris' failure and refusal to pay for the on-call urology service provided by the attending urologist, Charles Concodora, MD and his practice, Urology for Children, LLC. In this regard, Dr. Concodora and other physicians employed by Urology for Children, LLC, were providing over 700 hours each month for on-call coverage services of the St. Chris ER. St. Chris, however, due to its financial difficulties and looming bankruptcy, stopped paying for these services in April 2019, and as confirmed in a later bankruptcy filing was delinquent by more than \$100,000 by the time of the instant malpractice on July 24, 2019. A jury will consider these facts (among other egregious facts including the unauthorized practice of medicine by St. Chris' ultrasound technologist and the ER physicians' reliance upon same), when it considers Dr. Concodora's failure and/or refusal to appropriately respond between 5:00-6:00 AM on July 24, 2019, when he was contacted (presumably at home) by the urology resident and failed and/or refused to remotely access Andres' electronic medical records and/or otherwise travel to St. Chris to address the clear urological emergency.

All of these failures outlined in the reports of Plaintiffs' experts **and** the defense expert reports combined to cause Andres' premature discharge from St. Chris without an appropriate

All Counsel
March 16, 2022
Page 4

diagnosis. This error was only discovered after discharge when the attending on-site radiologist returned to work that morning to discover the misinterpreted ultrasound examination and took extraordinary action to cause the Philadelphia Police to find the family and have them return to the hospital. Unfortunately, because of the delays, Andres' left testicle was no longer salvageable and was discovered to be no longer viable during a surgical exploration later that afternoon.

As noted above, a less severe case of testicular torsion malpractice resulted in an \$8.5 million compensatory damage verdict for the plaintiff. It is beyond dispute in this case that Andres Gardin, Jr. is now disfigured with a missing left testicle. Andres Gardin's full damages will not, and cannot be known, until after puberty which is many years away. As noted by Plaintiffs' expert Dr. Casale, "[t]he main concerns of parents and patients who present with loss of a testis are, in no particular order, hormone levels, infertility, disfigurement, psycho-social development, and activity in sports" as well as "an increased risk for conditions such as loss of muscle strength, osteoporosis, loss of sex drive, erectile dysfunction/inability to achieve or maintain erection, hot flashes, weight gain, depression or low mood, and increased risk of cardiovascular disease." I also note that Scott B. Berger, M.D. (Defendant Kalyanpur and Teleradiology Solution's expert) opines that the remaining right testicle was seen on imaging "in the inguinal canal, and in conjunction with its abnormal pear shape, it could represent cryptorchidism," of the remaining right testicle. Cryptorchidism results in infertility as well, meaning that Andres Gardin, Jr. may well have no chance of any future fertility as a result of Defendants' collective outrageous misconduct and lack of proper care.

Finally we ask that counsel for those Defendants that have MCare coverage—Einstein, St. Chris, Dr. Hassel, Dr. Nath and Dr. Cho—timely confirm that an MCare representative will be in attendance at the mediation before Judge Strawbridge.

It is our hope that we can settle this matter with the Defendants through mediation before Judge Strawbridge and we look forward to hearing from each of you in advance of the mediation date.

Very truly yours,

/s/

DAVID E. JOKELSON
DEREK E. JOKELSON

DEJ\ab

cc: The Honorable David R. Strawbridge
(Via Email Strawbridge_Chambers@paed.uscourts.gov)

In The Matter Of:
LaSheena Sipp-Lipscomb, et al. vs.
Einstein Physicians Pennypack Pediatrics, et al.

Charles Concodora, MD
June 29, 2021

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EXHIBIT "B"

Original File 062921pl Concodora.txt

Min-U-Script® with Word Index

<p style="text-align: right;">Page 1</p> <p style="text-align: center;">IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA</p> <p style="text-align: center;">- - -</p> <p>LASHEENA SIPP-LIPSCOMB : CIVIL ACTION and ANDRES GARDIN, SR., : No. 2:20-CV-01926-MMB Individually and in their: own right, and as Parents: and Natural Guardians of : ANDRES GARDIN, JR., : a minor : vs. : : EINSTEIN PHYSICIANS : PENNYPACK PEDIATRICS, : et al : : - - -</p> <p style="text-align: center;">Oral deposition of CHARLES CONCODORA, M.D., taken remotely pursuant to notice, on Tuesday, June 29, 2021, commencing at or about 4:05 p.m., before Patricia A. Lipski, RPR, CCR, New Jersey, Notary Public.</p> <p style="text-align: center;">- - -</p> <p style="text-align: center;">B & R SERVICES FOR PROFESSIONALS, INC. 235 SOUTH 13th STREET PHILADELPHIA, PENNSYLVANIA 19107 (215) 546-7400</p> <p style="text-align: center;">B & R Services for Professionals, Inc.</p>	<p style="text-align: right;">Page 3</p> <p>CHARLES CONCODORA, M.D.</p> <p>1 APPEARANCES: (Continued)</p> <p>2 MARSHALL DENNEHEY WARNER COLEMAN & GOGGIN BY: E. CHANDLER HOSMER, ESQUIRE 620 Freedom Business Center Suite 300 King of Prussia, Pennsylvania 19406 610-354-8288 Echosmer@mdwgc.com Counsel for Defendant, Dr. Cho</p> <p>7 GERMAN, GALLAGHER & MURTAGH BY: JOHN SHUSTED, ESQUIRE 200 South Broad Street Suite 500 Philadelphia, Pennsylvania 19102 215-875-4024 Shustedj@ggmfirm.com Counsel for Defendants, Urology for Children and Dr. Concodora</p> <p>12 13 14 15 16 17 18 19 20 21 22 23 24</p>
<p style="text-align: right;">Page 2</p> <p>CHARLES CONCODORA, M.D.</p> <p>1 APPEARANCES:</p> <p>2 JOKELSON LAW GROUP BY: DAVID JOKELSON, ESQUIRE 230 South Broad Street 10th Floor Philadelphia, Pennsylvania 19102 215-735-7556 David@jokelson.com Counsel for Plaintiffs</p> <p>7 KIERNAN TREBACH, LLP BY: GEORGE L. YOUNG, ESQUIRE Two Penn Center Plaza Suite 770 1801 Market Street Philadelphia, Pennsylvania 19103 215-569-4433 GYoung@KiernanTrebach.com Counsel for Defendant, Dr. Kalyanpur</p> <p>12 OBERMAYER, REBMANN, MAXWELL & HIPPEL BY: KATHERINE ROBINSON, ESQUIRE Centre Square West 1500 Market Street Suite 3400 Philadelphia, Pennsylvania 19102 215-665-3000 Katherine.Robinson@obermayer.com Gary.samms@obermayer.com Counsel for Defendant, St. Christopher's Healthcare, LLC</p> <p>18 POST and POST BY: ZACHARY FOWLER, ESQUIRE 920 Cassatt Road 200 Berwyn Park Suite 102 Berwyn, Pennsylvania 19312 610-240-9180 Zfowler@postandpost.com Counsel for Defendants, Einstein</p> <p>23 24</p>	<p style="text-align: right;">Page 4</p> <p>CHARLES CONCODORA, M.D.</p> <p>1 I N D E X</p> <p>2 WITNESS PAGE</p> <p>3 CHARLES CONCODORA, M.D.</p> <p>4 By Mr. Jokelson 6</p> <p>5 By Mr. Young 90</p> <p>6</p> <p>7 E X H I B I T S</p> <p>8 NO. PAGE</p> <p>9 P-16 Contract 43</p> <p>10 P-17 On-Call Log 44</p> <p>11 12 13 14 15 16 17 18 19 20 21 22 23 24</p>

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<p>1 DEPOSITION SUPPORT INDEX</p> <p>2</p> <p>3 Direction to the Witness Not to Answer</p> <p>4 PAGE LINE</p> <p>5 41 12</p> <p>6</p> <p>7 Request for Production of Documents</p> <p>8 PAGE LINE</p> <p>9 NONE</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p>1 Board of Urology requires you to take a written</p> <p>2 exam, which I took a few years ago, and then an</p> <p>3 oral exam, which was just taken and passed, so I'm</p> <p>4 now fully board certified in urology.</p> <p>5 Q. What I meant was prior to passing the oral</p> <p>6 portion -- which when was that, in May?</p> <p>7 A. Correct.</p> <p>8 Q. Prior to passing the oral portion in May you</p> <p>9 were not board certified; is that correct?</p> <p>10 A. I would have been board eligible, yes.</p> <p>11 Q. You were on your way?</p> <p>12 A. Correct.</p> <p>13 Q. But you weren't quite there. Okay.</p> <p>14 How old are you, Doctor?</p> <p>15 A. Thirty-seven.</p> <p>16 Q. When did you graduate med school?</p> <p>17 A. That would have been May of 2010.</p> <p>18 Q. Does that mean you took time off between</p> <p>19 college and med school?</p> <p>20 A. I finished college in December of 2005. I</p> <p>21 finished one semester early.</p> <p>22 Q. Where did you graduate college from?</p> <p>23 A. That was the College of New Jersey.</p> <p>24 Q. And then where did you go for med school?</p>
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<p>1 ---</p> <p>2 CHARLES CONCODORA, M.D., having been</p> <p>3 duly sworn, was examined and testified as</p> <p>4 follows:</p> <p>5 ---</p> <p>6 MR. SHUSTED: Dr. Concodora will read</p> <p>7 and sign the transcript, Pat.</p> <p>8 MR. JOKELSON: That's fine, Pat.</p> <p>9 BY MR. JOKELSON:</p> <p>10 Q. Good afternoon, Dr. Concodora.</p> <p>11 A. Good afternoon. How are you?</p> <p>12 Q. Good. I understand from your counsel that you</p> <p>13 just finished up your board examinations?</p> <p>14 A. Yes, that's correct.</p> <p>15 Q. Congratulations.</p> <p>16 A. Thank you.</p> <p>17 Q. Was that a recertification or was that your</p> <p>18 first time taking them?</p> <p>19 A. That was the initial certification.</p> <p>20 Q. That was the initial certification, so you're</p> <p>21 not as of yet a board certified urologist?</p> <p>22 A. No, I am a board certified urologist.</p> <p>23 Q. And what were these boards for?</p> <p>24 A. For urology. This was -- so the American</p>	<p>1 A. University of Medicine and Dentistry New</p> <p>2 Jersey Medical School.</p> <p>3 Q. I'm sorry, you may have said this, but when</p> <p>4 did you graduate med school?</p> <p>5 A. May of 2010.</p> <p>6 Q. And after graduating med school you went into</p> <p>7 an internship?</p> <p>8 A. Correct.</p> <p>9 Q. And that was a one-year program?</p> <p>10 A. So for Temple urology that's a six-year</p> <p>11 program, which consisted of two years of general</p> <p>12 surgery, and then four years of urology.</p> <p>13 Q. So the urology residency starts in your third</p> <p>14 postgraduate year at the time?</p> <p>15 A. Correct.</p> <p>16 Q. And that's a four-year residency?</p> <p>17 A. Correct.</p> <p>18 Q. And so when did you complete your residency?</p> <p>19 A. So my residency was complete in the end of</p> <p>20 June of 2016.</p> <p>21 Q. And then did you then move onto a fellowship?</p> <p>22 A. Correct.</p> <p>23 Q. And what specialization was your fellowship</p> <p>24 in?</p>

<p>CHARLES CONCODORA, M.D. Page 9</p> <p>1 A. Pediatric urology. 2 Q. When did you complete your fellowship -- where 3 did you do your fellowship? 4 A. Cincinnati Children's, Cincinnati Ohio. 5 Q. And when did you complete that fellowship? 6 A. That was completed the end of June of 2018. 7 Q. Was there any other subspecialty that you 8 pursued? 9 A. No. 10 Q. Do you know whether there's any accreditation 11 that's offered to urologists associated with 12 reading urology or scrotal ultrasounds? 13 A. Reading of scrotal ultrasounds is part of the 14 residency. I do not have a formal accreditation in 15 radiology. 16 Q. Well, do you have any kind of accreditation in 17 ultrasound -- ultrasonography and/or urological 18 ultrasounds or scrotal ultrasounds? 19 A. Can you rephrase that, please? 20 Q. Yes. Do you have -- I think it's called the 21 AIUM. I believe that the American Institute of 22 Ultrasound in Medicine offers an accreditation in 23 ultrasound for urologists. Do you have any such 24 accreditation?</p>	<p>CHARLES CONCODORA, M.D. Page 11</p> <p>1 happy to do that. Do you understand that? 2 A. Yes. 3 Q. Can we also have the understanding if I ask a 4 question and you don't ask me to rephrase the 5 question, that you've understood the question? 6 A. Yes. 7 Q. And do you think you could follow those rules? 8 A. Yes. 9 Q. And so far you're doing a good job because a 10 lot of people -- a lot of people during 11 depositions, they'll shrug their shoulders or nod 12 their heads instead of giving verbal answers, and 13 none of that the court reporter can take down. So 14 it's important you keep your voice up and that you 15 answer the questions in a verbal way so the court 16 reporter can take it down because the court 17 reporter doesn't have any facility to take down 18 nonverbal answers. Do you understand that? 19 A. Yes. 20 Q. Doctor, are you a member of Urology For 21 Children? 22 A. Yes. 23 Q. How long have you been a member of that 24 limited liability company?</p>
<p>CHARLES CONCODORA, M.D. Page 10</p> <p>1 A. No. 2 Q. Are you familiar with the accreditation 3 process? 4 A. No. 5 Q. Is that something you're going to obtain or 6 are you satisfied with where you are? 7 A. I'm satisfied with where I am. 8 Q. Doctor, have you ever been deposed before? 9 A. No. 10 Q. So let me explain to you what this is about. 11 A deposition is just a question and answer session 12 where the attorney asks you questions and the 13 deponent answers the questions. It's not a 14 marathon. It's not an endurance test. If you need 15 to take a break, just say, Mr. Jokelson, I need a 16 break. I need to use the facilities, use the 17 washroom. Have a glass of water, have a bite to 18 eat, speak with your attorney, any of that is 19 acceptable. Just say the word and we'll take a 20 break. Do you understand that? 21 A. Yes. 22 Q. And the same thing goes, if I ask a question 23 and the question is confusing to you, just say, 24 Mr. Jokelson, please rephrase the question and I'm</p>	<p>CHARLES CONCODORA, M.D. Page 12</p> <p>1 A. Three years. 2 Q. And so that would have been -- when did you 3 join them, in 2018? 4 A. Correct. 5 Q. And that would have been after your 6 fellowship? 7 A. Correct. 8 Q. And as a member of Urology For Children in 9 July of 2019 did you have any relationships with 10 any hospitals where you provided on-call services? 11 A. Yes. 12 Q. Which hospitals were those? 13 A. That would be St. Christopher's Hospital for 14 Children, Abington Memorial Hospital, Shriner's 15 Hospital in Philadelphia, Virtua Hospital in 16 Voorhees. We also have agreements with St. Luke's, 17 not for call coverage, but for telephone 18 consultations, and then also phone calls from 19 Temple Hospital. 20 Q. I'm just trying to keep up with you as you're 21 saying this. So you have an on-call relationship 22 with Shriner's Hospital, St. Christopher's Hospital 23 for Children and Abington Memorial Hospital? 24 A. Correct.</p>

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<p>1 Q. Did I miss any?</p> <p>2 A. Virtua Voorhees Hospital System.</p> <p>3 Q. And those were all established relationships</p> <p>4 back in 2019, in July of 2019, correct?</p> <p>5 A. In July of 2019, yes.</p> <p>6 Q. And then the telephone, you had a relationship</p> <p>7 with St. Luke's Hospital and Temple University</p> <p>8 Hospital whereby you just gave telephone consults?</p> <p>9 A. It's a very informal relationship where</p> <p>10 infrequently we would receive a phone call from a</p> <p>11 physician with a curbside question, very informal.</p> <p>12 Q. Is it something that was covered by a</p> <p>13 contract?</p> <p>14 A. I don't know.</p> <p>15 Q. Is it something that you bill for?</p> <p>16 A. No, we do not bill for that.</p> <p>17 Q. And with regard to the hospitals that you</p> <p>18 provide -- that you provided the on-call coverage</p> <p>19 for, were you paid -- the group was paid an hourly</p> <p>20 rate?</p> <p>21 A. I believe so. I would have to check with our</p> <p>22 office.</p> <p>23 Q. Were you also providing -- were you also</p> <p>24 billing insurance carriers for services that were</p>	<p>1 case.</p> <p>2 A. I'm not familiar with this document</p> <p>3 personally. This is something between Urology for</p> <p>4 Children, and as an employee of Urology for</p> <p>5 Children I'm not intimately aware of this document.</p> <p>6 MR. JOKELSON: Jack, my understanding is</p> <p>7 that this is -- this was represented to be</p> <p>8 the contract; is that correct?</p> <p>9 MR. SHUSTED: Correct.</p> <p>10 BY MR. JOKELSON:</p> <p>11 Q. If you look on the first page of this</p> <p>12 agreement, which your counsel has represented is</p> <p>13 the agreement that was in place between Urology for</p> <p>14 Children, LLC and the entity operating</p> <p>15 St. Christopher's Hospital for Children, it talks</p> <p>16 about in paragraph number one the group's</p> <p>17 obligations. Do you see that?</p> <p>18 A. Yes.</p> <p>19 Q. And it says the group employs, and skipping</p> <p>20 down, duly licensed physicians, and it says the</p> <p>21 group shall provide physicians to be on call to</p> <p>22 provide emergency -- to provide services in the</p> <p>23 specialty to the hospital's emergency department.</p> <p>24 Do you see that?</p>
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<p>1 provided in addition to the hourly rate that you</p> <p>2 were getting from the hospitals?</p> <p>3 A. Once again, I'd have to check with my office.</p> <p>4 Q. Do you have an understanding?</p> <p>5 A. I have an understanding that we do bill for</p> <p>6 specific consults at specific locations. I don't</p> <p>7 know if there is an overlap between a stipend and</p> <p>8 the billing. I stay out of that portion of it.</p> <p>9 Q. And by stipend, you mean the hourly rate that</p> <p>10 the hospital is paying.</p> <p>11 A. I believe so, yes.</p> <p>12 Q. Let me show you an exhibit.</p> <p>13 Doctor, can you see this -- are you able</p> <p>14 to see this agreement on the screen?</p> <p>15 A. Yes.</p> <p>16 MR. JOKELSON: Everybody else can see</p> <p>17 it, correct?</p> <p>18 MR. YOUNG: Yes.</p> <p>19 BY MR. JOKELSON:</p> <p>20 Q. Is this the emergency on-call agreement that</p> <p>21 covered your relationship with St. Christopher's</p> <p>22 Hospital at the time, do you know?</p> <p>23 If you want, I can scroll through it.</p> <p>24 This is what was produced by your counsel in this</p>	<p>1 A. I see that.</p> <p>2 Q. What are the services that a physician in your</p> <p>3 capacity provides when you're on call, what does</p> <p>4 that mean?</p> <p>5 A. The services would be coverage of the</p> <p>6 emergency department for any calls, that also</p> <p>7 includes inpatient consultations as well.</p> <p>8 Q. So when a call comes in about -- you're</p> <p>9 talking about a call coming in -- a call coming in</p> <p>10 for a patient where there's a urological concern</p> <p>11 from the ER?</p> <p>12 A. Right. So the emergency department would</p> <p>13 actively reach out to us and call our service and</p> <p>14 that's how they get in touch with Urology for</p> <p>15 Children when they're wishing to have a consult</p> <p>16 called in.</p> <p>17 Are you able to scroll down to the</p> <p>18 bottom of that, to the signature page?</p> <p>19 Q. Yes. Absolutely. That's the signature page.</p> <p>20 A. I don't see my name on there. I just wanted</p> <p>21 to make sure this is something I didn't sign.</p> <p>22 Q. I'll represent to you this is a document that</p> <p>23 was signed on behalf of Urology for Children of</p> <p>24 which you're a member --</p>

<p>CHARLES CONCODORA, M.D. Page 17</p> <p>1 A. Correct.</p> <p>2 Q. By Michael G. Packer, M.D.</p> <p>3 A. Thank you.</p> <p>4 Q. Although for the record the document that</p> <p>5 we've been produced, although it's represented to</p> <p>6 be the actual contract that was in place, is not,</p> <p>7 in fact, an executed version, but it is, in fact,</p> <p>8 representative of what the final contract was.</p> <p>9 What does it mean to provide coverage,</p> <p>10 what actions do you take when you're the covering</p> <p>11 doctor?</p> <p>12 A. I think I answered that. It was covering</p> <p>13 emergency room consultations and inpatient</p> <p>14 consultations, and if I have a patient admitted</p> <p>15 under our service, it would be the provider for</p> <p>16 that patient as well.</p> <p>17 Q. When you're covering is there an expectation</p> <p>18 that you review medical records?</p> <p>19 A. The expectation is to provide the standard of</p> <p>20 care for a patient.</p> <p>21 Q. And does the standard of care require that</p> <p>22 when you're covering the hospital's emergency room</p> <p>23 that you look at medical records, for instance?</p> <p>24 A. The standard of care is to obtain information</p>	<p>CHARLES CONCODORA, M.D. Page 19</p> <p>1 correct?</p> <p>2 A. So each patient interaction, each consult has</p> <p>3 different context. You're not going to be doing</p> <p>4 the same for each patient encounter.</p> <p>5 For some instances you would be</p> <p>6 providing information directly from the patient;</p> <p>7 other instances, this is a telephone consultation.</p> <p>8 So even though there's multiple sources to obtain</p> <p>9 information, you're not necessarily using every</p> <p>10 source every time.</p> <p>11 Q. So you can pick and choose which sources you</p> <p>12 want to use?</p> <p>13 MR. SHUSTED: Objection. Argumentative.</p> <p>14 You can answer.</p> <p>15 THE WITNESS: I wouldn't say the phrase</p> <p>16 pick and choose, Mr. Jokelson. I would use</p> <p>17 the appropriate information that's necessary</p> <p>18 to provide the standard of care.</p> <p>19 BY MR. JOKELSON:</p> <p>20 Q. And you're saying that could change depending</p> <p>21 upon the patient that you're dealing with?</p> <p>22 A. Correct.</p> <p>23 Q. Now, in this case it's my understanding you</p> <p>24 were on call on the 24th of July, 2019; is that</p>
<p>CHARLES CONCODORA, M.D. Page 18</p> <p>1 from multiple sources.</p> <p>2 Q. What are the multiple sources from which you</p> <p>3 obtain information?</p> <p>4 A. At a teaching hospital such as</p> <p>5 St. Christopher's one of those sources is</p> <p>6 residents, one of the sources is discussions with</p> <p>7 attendings, that would be --</p> <p>8 Q. By attendings you mean the ER attending?</p> <p>9 MR. SHUSTED: Objection. Mr. Jokelson,</p> <p>10 you're going to have to let him finish his</p> <p>11 answer before you --</p> <p>12 MR. JOKELSON: I apologize.</p> <p>13 BY MR. JOKELSON:</p> <p>14 Q. Go ahead.</p> <p>15 A. Thank you. So that would be information</p> <p>16 obtained from multiple sources such as residents,</p> <p>17 such as discussions with other providers,</p> <p>18 information obtained specifically from the patient,</p> <p>19 from also the records as well.</p> <p>20 Q. So as the on-call Doctor, you would go to the</p> <p>21 residents, you would go to the records, you would</p> <p>22 go to other providers, and you would go to the</p> <p>23 patients in order to gather your information from</p> <p>24 which you would make your assessment; is that</p>	<p>CHARLES CONCODORA, M.D. Page 20</p> <p>1 correct?</p> <p>2 A. Only until 7:00 a.m.</p> <p>3 Q. Only until 7:00 a.m. Is that important to you</p> <p>4 that it was only until 7:00 a.m.?</p> <p>5 A. No, that's just an arbitrary time that our</p> <p>6 coverage ends.</p> <p>7 Q. No, you stated as it if it was important for a</p> <p>8 reason that I wasn't picking up on.</p> <p>9 A. I just want to make sure that we all</p> <p>10 understand that there is a time change here, and</p> <p>11 since this case expands over the course of the</p> <p>12 entire day, that we know that at 7:00 a.m. there</p> <p>13 was a change in coverage, that's the reason I bring</p> <p>14 that up.</p> <p>15 Q. So you're saying that you had no more</p> <p>16 responsibility after 7:00 a.m.?</p> <p>17 MR. SHUSTED: Objection. Go ahead. You</p> <p>18 can answer the question.</p> <p>19 THE WITNESS: Can you rephrase that?</p> <p>20 What do you mean by no more responsibility?</p> <p>21 BY MR. JOKELSON:</p> <p>22 Q. Your responsibilities ended to the patient at</p> <p>23 7:00 a.m., is that what you're saying?</p> <p>24 A. No. So we do not just cut off responsibility</p>

<p>CHARLES CONCODORA, M.D. Page 21</p> <p>1 at 7:00 a.m. The call coverage, meaning anything</p> <p>2 that's new coming in would be directed to a</p> <p>3 different provider at that point.</p> <p>4 If I have an ongoing issue, then my</p> <p>5 responsibility does not end at that time.</p> <p>6 Q. So your responsibility continues beyond the</p> <p>7 7:00 a.m. hour for patients that you had seen prior</p> <p>8 to then?</p> <p>9 A. Correct.</p> <p>10 Q. Let me show you another document. Doctor, do</p> <p>11 you see what's on the screen now?</p> <p>12 A. Yes.</p> <p>13 Q. This is the Urology for Children 2019 time log</p> <p>14 for on-call services at St. Christopher's Hospital</p> <p>15 for Children. Do you see that?</p> <p>16 A. I don't specifically see where it says St.</p> <p>17 Christopher's, but I do recognize this as a call</p> <p>18 log for some location.</p> <p>19 Q. Do you see at the top of the page what I've</p> <p>20 circled in blue?</p> <p>21 A. Yes, now I see St. Christopher's, yes.</p> <p>22 Q. So I was correct that this is the time sheet</p> <p>23 for the on-call services provider for Urology for</p> <p>24 Children at St. Christopher's in July of 2019,</p>	<p>CHARLES CONCODORA, M.D. Page 23</p> <p>1 A. Yes, it is.</p> <p>2 Q. And you understood, did you not, that this</p> <p>3 signature was necessary for you to receive payment</p> <p>4 from St. Christopher's Hospital?</p> <p>5 A. I'm not certain. Possibly. I'd have to check</p> <p>6 with my office about that.</p> <p>7 Q. So if you go to the last page what they've</p> <p>8 done is they've calculated the total number of</p> <p>9 on-call hours for the month of July is 744 hours,</p> <p>10 and the hourly rate of 50 dollars an hour for a</p> <p>11 total fee of \$37,200. Do you see that?</p> <p>12 A. Yes, I do.</p> <p>13 Q. And then at the bottom of the page, I think</p> <p>14 I'm reading this correctly, is that your signature</p> <p>15 at the bottom?</p> <p>16 A. Yes, it is.</p> <p>17 Q. And you signed that on August 23, 2019?</p> <p>18 A. That's what it says, yes.</p> <p>19 Q. And you were attesting that "by signing this</p> <p>20 document the physician hereby affirms and attests</p> <p>21 to the coverage services and the dates recorded for</p> <p>22 such services set forth herein were performed by</p> <p>23 the physician, and that the physician fully</p> <p>24 performed all services" -- "performed all</p>
<p>CHARLES CONCODORA, M.D. Page 22</p> <p>1 correct?</p> <p>2 A. Yes.</p> <p>3 Q. And it says this is -- the first column talks</p> <p>4 about the date services are provided. It goes into</p> <p>5 the type of coverage. In the third column, the</p> <p>6 hours of coverage, and then later on it gives the</p> <p>7 physician's name, and then it gives sign off by the</p> <p>8 physician. Do you see that?</p> <p>9 A. Yes.</p> <p>10 Q. So if you go to July 23, I'm going to try to</p> <p>11 highlight it the best I can. Do you see that?</p> <p>12 A. Yes, I do.</p> <p>13 Q. So that was a Tuesday, July 23, and it has</p> <p>14 under the notes in the fifth column, it identifies</p> <p>15 that from 5:00 p.m. until 11:59 p.m. on July 23,</p> <p>16 and then from 12:00 a.m. to 7:59 a.m. on the 24th</p> <p>17 that you were the on-call physician; is that</p> <p>18 correct?</p> <p>19 A. Yes.</p> <p>20 Q. Does that refresh your recollection, Doctor,</p> <p>21 that the changeover was not 7:00 a.m. but it was</p> <p>22 rather 8:00 a.m.?</p> <p>23 A. Yes, it does.</p> <p>24 Q. Is that your signature on the right-hand side?</p>	<p>CHARLES CONCODORA, M.D. Page 24</p> <p>1 designated duties during this month." Is that</p> <p>2 correct.</p> <p>3 A. Yes.</p> <p>4 Q. And what are those designated duties that were</p> <p>5 required?</p> <p>6 A. That would be emergency department call</p> <p>7 coverage.</p> <p>8 Q. Again, that's where they call into -- you get</p> <p>9 a call by someone in the emergency room, you would</p> <p>10 make your own assessments and evaluations using the</p> <p>11 using one or more of the sources of information we</p> <p>12 discussed previously?</p> <p>13 A. This is providing our availability to the</p> <p>14 emergency department for, like I mentioned, for</p> <p>15 consultations, telephone calls, in that aspect,</p> <p>16 yes.</p> <p>17 Q. As part of that availability when you were</p> <p>18 making yourself available, did you have access to</p> <p>19 St. Christopher's Hospital's electronic medical</p> <p>20 records?</p> <p>21 A. So the electronic medical records are</p> <p>22 available remotely, however, they are notoriously</p> <p>23 difficult and unreliable to log into. It requires</p> <p>24 specific software, specific hardware, which is not</p>

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<p>1 provided by St. Christopher's, and therefore</p> <p>2 obtaining those remotely, like I mentioned, is not</p> <p>3 reliable.</p> <p>4 Q. Well, did you ever inform St. Christopher's</p> <p>5 Hospital that you had unreliable access to medical</p> <p>6 records?</p> <p>7 A. I've been to IT a few times, and that's as far</p> <p>8 as it's gone.</p> <p>9 Q. Well, did you ever inform the patients that</p> <p>10 you have unreliable access to their medical</p> <p>11 records?</p> <p>12 MR. SHUSTED: Objection. You can</p> <p>13 answer.</p> <p>14 THE WITNESS: No, I have not informed</p> <p>15 patients of that.</p> <p>16 BY MR. JOKELSON:</p> <p>17 Q. Well, is reliable access to medical records</p> <p>18 important for quality patient care?</p> <p>19 A. So let me answer fully. Access --</p> <p>20 Q. Sure. By the way, Doctor, I expect all of</p> <p>21 your answers to be full.</p> <p>22 A. Okay. And I also expect to not be cut off.</p> <p>23 So you mentioned is it important to have reliable</p> <p>24 access to medical records, medical records, yes.</p>	<p>1 answer.</p> <p>2 MS. ROBINSON: Join.</p> <p>3 THE WITNESS: Can you rephrase that?</p> <p>4 BY MR. JOKELSON:</p> <p>5 Q. If you personally wanted to see the medical</p> <p>6 records or, for instance, if you wanted to see an</p> <p>7 ultrasound study or some other study, and you</p> <p>8 didn't want to rely upon what the resident had to</p> <p>9 say, but you wanted to look at it, you could not</p> <p>10 reliably do that from home; is that correct?</p> <p>11 A. If I --</p> <p>12 MS. ROBINSON: Object to the form.</p> <p>13 THE WITNESS: If I wanted to and needed</p> <p>14 to, I could attempt to log on and look.</p> <p>15 BY MR. JOKELSON:</p> <p>16 Q. But it wasn't reliable, was it?</p> <p>17 MS. ROBINSON: Objection.</p> <p>18 MR. SHUSTED: Objection. Argumentative.</p> <p>19 What is your objection, Miss Robinson?</p> <p>20 MR. JOKELSON: Why don't we -- if we're</p> <p>21 going to go into speaking objections, why</p> <p>22 don't we excuse the witness.</p> <p>23 MR. SHUSTED: I just want to know the</p> <p>24 basis of the objection. That isn't a</p>
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<p>1 Electronic medical records, that's different.</p> <p>2 Okay.</p> <p>3 There's other ways of obtaining that</p> <p>4 information that does not have to be remotely</p> <p>5 through electronic systems.</p> <p>6 Q. So if you're at home and you're receiving a</p> <p>7 call at home, how else are you getting these</p> <p>8 medical records other than electronically?</p> <p>9 A. So if I have a resident that is sitting at a</p> <p>10 computer on site that can read information, that's</p> <p>11 one way; if I have a physician that is on site that</p> <p>12 can relay information such as history and physical,</p> <p>13 that's another way of remotely getting information</p> <p>14 without logging onto the electronic medical record.</p> <p>15 Q. What if you wanted to see the medical record?</p> <p>16 A. I could attempt to log on or if it was</p> <p>17 necessary to, I could, if possible, proceed over to</p> <p>18 St. Christopher's.</p> <p>19 Q. But from home, if you wanted to actually see</p> <p>20 the medical records yourself or see the ultrasound</p> <p>21 images or whatever in those medical records, you'd</p> <p>22 question the reliability of your ability to do that</p> <p>23 from home?</p> <p>24 MR. SHUSTED: Objection. You can</p>	<p>1 speaking objection. What's the basis?</p> <p>2 MR. JOKELSON: That is a speaking</p> <p>3 objection.</p> <p>4 MR. SHUSTED: All right. Let's pose a</p> <p>5 different question and move on.</p> <p>6 MR. JOKELSON: No. I don't want to pose</p> <p>7 a different question. I'd like to get the</p> <p>8 answer to my question.</p> <p>9 Why don't we read back the question,</p> <p>10 back, Pat?</p> <p>11 (Whereupon the court reporter read back</p> <p>12 as follows: "Q. If you personally wanted</p> <p>13 to see the medical records or, for instance,</p> <p>14 if you wanted to see an ultrasound study or</p> <p>15 some other study, and you didn't want to</p> <p>16 rely upon what the resident had to say, but</p> <p>17 you wanted to look at it, you could not</p> <p>18 reliably do that from home; is that</p> <p>19 correct?")</p> <p>20 MR. SHUSTED: I object to the question.</p> <p>21 That's been answered, and you're misstating</p> <p>22 what he said, so I would ask you to rephrase</p> <p>23 that question.</p> <p>24 MR. JOKELSON: I think he said he didn't</p>

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<p>1 have reliable access.</p> <p>2 MR. SHUSTED: Well, then he answered</p> <p>3 that question.</p> <p>4 BY MR. JOKELSON:</p> <p>5 Q. Is that correct?</p> <p>6 MR. SHUSTED: He already answered what</p> <p>7 he answered. Why are you asking the same</p> <p>8 question again if you already know the</p> <p>9 answer?</p> <p>10 You're playing a game here David, which</p> <p>11 is your taking --</p> <p>12 MR. JOKELSON: I don't think I'm playing</p> <p>13 a game at all.</p> <p>14 MR. SHUSTED: I think you are.</p> <p>15 MR. JOKELSON: That's an unfortunate</p> <p>16 statement, Jack. I don't think that's been</p> <p>17 the history of this litigation whatsoever.</p> <p>18 MR. SHUSTED: Let's just move on. We</p> <p>19 can figure this out later on.</p> <p>20 MR. JOKELSON: We always have that</p> <p>21 right.</p> <p>22 BY MR. JOKELSON:</p> <p>23 Q. Doctor, in this case did you have a resident</p> <p>24 that was covering for you at the hospital or</p>	<p>1 you have an understanding of the skill level of</p> <p>2 your resident in this case?</p> <p>3 A. Yes.</p> <p>4 Q. What was that?</p> <p>5 A. And I'm assuming you're referring to Dr. Cho?</p> <p>6 Q. Yes.</p> <p>7 A. So Dr. Cho --</p> <p>8 Q. Unless there was another resident.</p> <p>9 A. No, there wasn't another resident.</p> <p>10 Dr. Cho is a very competent resident and</p> <p>11 I had worked with Dr. Cho for some time and have</p> <p>12 had very good positive interactions with him, and</p> <p>13 he was very thorough, and I relied -- and he is</p> <p>14 very competent.</p> <p>15 Q. How long a period of time did you have to</p> <p>16 assess his competency?</p> <p>17 A. Let me go through the history of when I first</p> <p>18 met Dr. Cho, if I can.</p> <p>19 Q. Okay.</p> <p>20 A. So when I was at Temple University Hospital</p> <p>21 during residency, during my chief year, Dr. Cho was</p> <p>22 a medical student on service briefly, and that was</p> <p>23 my first time interacting with him, so as a medical</p> <p>24 student I could -- as a chief resident, I could</p>
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<p>1 covering for you at any place?</p> <p>2 A. Yes.</p> <p>3 Q. And how did that relationship work in terms of</p> <p>4 when they were to report to you and how they were</p> <p>5 to handle the call?</p> <p>6 A. So St. Christopher's Hospital has an agreement</p> <p>7 with Temple University Hospital with the urology</p> <p>8 department. The urology residents cover St.</p> <p>9 Christopher's Hospital emergency department, and</p> <p>10 the consults from the emergency department are</p> <p>11 directed to the urology resident. They're the ones</p> <p>12 that get the first call.</p> <p>13 After the resident has evaluated the</p> <p>14 patient, that resident is -- will then reach out to</p> <p>15 the covering attending.</p> <p>16 Q. How is that reach out done?</p> <p>17 A. By telephone.</p> <p>18 Q. Is it ever done by text message?</p> <p>19 A. It can be by text message as well, a mixture</p> <p>20 of both.</p> <p>21 Q. What about e-mail?</p> <p>22 A. For consultations for the emergency department</p> <p>23 in the middle of the night, no.</p> <p>24 Q. So just text message and telephone call. Did</p>	<p>1 first evaluate his competency as a student and then</p> <p>2 after my completion of pediatric urology</p> <p>3 fellowship, then I worked with Dr. Cho while he was</p> <p>4 a resident at Temple University Hospital.</p> <p>5 So on multiple occasions -- I had the</p> <p>6 ability to work with him on multiple consultations,</p> <p>7 and he was always very thorough with his history</p> <p>8 and physical.</p> <p>9 Q. So how long had you been working with him</p> <p>10 while he was a urology resident, how many times?</p> <p>11 A. And so he -- he was in his PGY-3 year, the</p> <p>12 beginning of PGY-3 year, so during his PGY-2 year</p> <p>13 he was on urology, and when he covered Temple</p> <p>14 Hospital, he also covered Temple -- I'm sorry -- he</p> <p>15 also covered St. Christopher's Hospital, which</p> <p>16 would include emergency department consultations.</p> <p>17 I cannot give you a specific number of</p> <p>18 how many times I spoke with him, but it was</p> <p>19 numerous occasions.</p> <p>20 Q. Do you know when he started rounding at</p> <p>21 St. Christopher's Hospital emergency room?</p> <p>22 A. The beginning of his PGY-2 year while he</p> <p>23 provided coverage -- while he provided Temple --</p> <p>24 when he was on service at Temple University</p>

<p>CHARLES CONCODORA, M.D. Page 33</p> <p>1 Hospital, when he's taking call, he's also covering 2 St. Christopher's. 3 It's what we call a call pool where 4 there's multiple hospitals covered at the same 5 time. So he would cover both Temple Hospital and 6 St. Christopher's Hospital, so he began covering 7 St. Christopher's during his PGY-2 year. 8 Q. Do you know when he started rounding at St. 9 Christopher's Hospital? 10 A. What do you mean by rounding at St. 11 Christopher's Hospital? 12 Q. Do you know when he began his rotation, his 13 pediatric rotation? 14 A. That makes more sense. 15 Q. Sure. 16 A. So he began his pediatric rotation the 17 beginning of July of 2019. 18 Q. So in that capacity you had only been working 19 with him for a couple of weeks? 20 A. I've worked with him for over a year, but in 21 the capacity of a resident on the pediatric service 22 it was for a month. 23 Q. For less than a month, actually, was it not? 24 A. Twenty-four days. Actually it would have been</p>	<p>CHARLES CONCODORA, M.D. Page 35</p> <p>1 MR. SHUSTED: Objection. 2 THE WITNESS: I don't understand what 3 you're saying. 4 BY MR. JOKELSON: 5 Q. You only know from your experience when you 6 had gone through it, but you don't know what 7 Dr. Cho's experience was, do you? 8 MR. SHUSTED: Objection. You can 9 answer. 10 THE WITNESS: I understand that Dr. Cho 11 went through the same rotations that every 12 urology resident goes through. I have a 13 good understanding of the level of training. 14 I have a good understanding of the 15 volume that this -- that this resident has. 16 I have a good understanding of the types of 17 pathology that Dr. Cho would have come 18 across during his training. 19 I have a good understanding of the 20 resources that Dr. Cho would have used 21 during his training. 22 BY MR. JOKELSON: 23 Q. Do you have any understanding whether Dr. Cho 24 had sufficient training to exclude a diagnosis of</p>
<p>CHARLES CONCODORA, M.D. Page 34</p> <p>1 more than that. The residents, they change their 2 service late June, because that's when the 3 residency ends, so I don't have a specific date for 4 you, but it would have been late June when he 5 started on the pediatric rotation. 6 Q. Do you know how many days in July you were on 7 call at the emergency room at St. Christopher's 8 Hospital? 9 A. No, I can't recall that off the top of my 10 head. 11 Q. Well, that would be reflected on your time 12 sheet, right? 13 A. It should. 14 Q. We were talking before, do you have any 15 understanding about the level of training that 16 Dr. Cho had? 17 A. What do you mean by level of understanding? 18 Q. Level of training, training, do you have any 19 understanding as to the level of training that 20 Dr. Cho had? 21 A. Well, considering I went to the same residency 22 that Dr. Cho did, then, yes, I do. 23 Q. But you don't know specifically for Dr. Cho, 24 do you?</p>	<p>CHARLES CONCODORA, M.D. Page 36</p> <p>1 testicular torsion? 2 A. Being only a few weeks into his pediatric 3 residency, I had no expectation that he would be 4 able to specifically come up with a diagnosis of 5 testicular torsion on his own -- 6 Q. Did -- I'm sorry. I didn't mean to cut you 7 off. Go ahead. 8 A. There was never an expectation that a resident 9 could come up with a diagnosis on their own. There 10 is a level of expectation that a resident could 11 obtain a pertinent history, a thorough and complete 12 pertinent history. There is a level of expectation 13 that a resident can perform a physical exam, and it 14 doesn't matter that it was a child because the 15 components of a physical exam range into adults as 16 well. 17 Q. Did I ask whether it had to do with a child? 18 MR. SHUSTED: Please don't interrupt, 19 Mr. Jokelson. He was answering your 20 question and he was answering completely, 21 and you were trying to interrupt and -- 22 MR. JOKELSON: I think he was answering 23 his own question, but go on. 24 MR. SHUSTED: No. He was answering</p>

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<p>1 yours and let him complete it, and if you</p> <p>2 have a question after that, you can ask that</p> <p>3 question, or if you're finished with the</p> <p>4 deposition after that question, that's fine,</p> <p>5 too, but don't interrupt him, please.</p> <p>6 BY MR. JOKELSON:</p> <p>7 Q. Go on.</p> <p>8 A. Ask your question.</p> <p>9 MR. SHUSTED: What you've done is you're</p> <p>10 interrupting, please stop doing it. You've</p> <p>11 done it like ten times so far.</p> <p>12 MR. JOKELSON: I've asked him to</p> <p>13 complete his answer. That's all I said.</p> <p>14 MR. SHUSTED: Yes, but you interrupted</p> <p>15 him so he lost his train of thought.</p> <p>16 MR. JOKELSON: Pat, why don't you read</p> <p>17 back his answer and he can finish.</p> <p>18 (Whereupon the court reporter read back</p> <p>19 as follows: "A. There was never an</p> <p>20 expectation that a resident could come up</p> <p>21 with a diagnosis on their own. There is a</p> <p>22 level of expectation that a resident could</p> <p>23 obtain a pertinent history, a thorough and</p> <p>24 complete pertinent history. There is a</p>	<p>1 MR. SHUSTED: Objection. You asked</p> <p>2 whether it was Dr. Concodora. I think you</p> <p>3 meant Dr. Cho.</p> <p>4 MR. JOKELSON: You're right. That is a</p> <p>5 mistake. I meant Dr. Cho. I apologize.</p> <p>6 MR. SHUSTED: Just start again.</p> <p>7 THE WITNESS: Yes, start over, please.</p> <p>8 BY MR. JOKELSON:</p> <p>9 Q. Did Dr. Cho have sufficient training to</p> <p>10 determine whether an ultrasound could demonstrate</p> <p>11 blood flow in the testicles?</p> <p>12 A. There's no expectation that Dr. Cho would have</p> <p>13 sufficient training at that point in time.</p> <p>14 Q. When would that -- when would that skill be</p> <p>15 developed, at what point in the residency?</p> <p>16 A. Right. So it varies between residents. They</p> <p>17 are -- each resident has exposure to radiologic</p> <p>18 studies, including scrotal ultrasounds, throughout</p> <p>19 their entire residency.</p> <p>20 They will little by little develop these</p> <p>21 skills necessary to properly interpret these reads,</p> <p>22 but residents also rely on studies from board</p> <p>23 certified radiologists.</p> <p>24 Q. Did you have any understanding at that point</p>
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<p>1 level of expectation that a resident can</p> <p>2 perform a physical exam, and it doesn't</p> <p>3 matter that it was a child because the</p> <p>4 components of a physical exam range into</p> <p>5 adults as well.")</p> <p>6 THE WITNESS: We'll leave it at that,</p> <p>7 Mr. Jokelson.</p> <p>8 BY MR. JOKELSON:</p> <p>9 Q. So you did give a complete answer?</p> <p>10 MR. SHUSTED: I'll object to that</p> <p>11 because you interrupted him and he lost his</p> <p>12 train of thought. If you let him finish and</p> <p>13 then say, Dr. Concodora, I don't think you</p> <p>14 answered the question, that's fine, but let</p> <p>15 him finish and let's move on.</p> <p>16 MR. JOKELSON: I just let him finish and</p> <p>17 I'm asking if he gave a complete answer.</p> <p>18 That's all.</p> <p>19 THE WITNESS: I'm finished with that</p> <p>20 answer.</p> <p>21 BY MR. JOKELSON:</p> <p>22 Q. Did Dr. Concodora have sufficient training to</p> <p>23 determine whether or not an ultrasound could</p> <p>24 demonstrate reliable blood flow?</p>	<p>1 in time what his skill level was?</p> <p>2 A. Yes.</p> <p>3 Q. And what was that?</p> <p>4 A. So on numerous previous occasions Dr. Cho was</p> <p>5 able to look at images and relay information that</p> <p>6 would correlate with the findings of the</p> <p>7 radiologist.</p> <p>8 Q. How many numerous occasions are we talking</p> <p>9 about?</p> <p>10 A. Once again I mentioned that I don't know of an</p> <p>11 exact number for you.</p> <p>12 Q. How often would Dr. Cho be on call at St.</p> <p>13 Christopher's Hospital?</p> <p>14 A. I don't know.</p> <p>15 Q. Well, you went through the program, did you</p> <p>16 not? Is there a limit to the number of days per</p> <p>17 week?</p> <p>18 A. So it varies on how many residents are in the</p> <p>19 call pool, so there could be three residents.</p> <p>20 There could be five residents.</p> <p>21 Q. And when there are three residents, is there a</p> <p>22 maximum number of days that a resident is permitted</p> <p>23 to be on call?</p> <p>24 A. Yes, there is.</p>

<p>CHARLES CONCODORA, M.D. Page 41</p> <p>1 Q. What is that?</p> <p>2 A. I can't recall right now. You'd have to check</p> <p>3 the ACGME requirements.</p> <p>4 Q. But you're saying that during the three prior</p> <p>5 weeks or four prior weeks you had significant</p> <p>6 experience with him, with him reading ultrasounds?</p> <p>7 A. Along with the year prior to that.</p> <p>8 Q. And that's because, according to you, it</p> <p>9 doesn't matter whether or not -- well, strike that.</p> <p>10 Is there something that's funny?</p> <p>11 A. Well, I --</p> <p>12 MR. SHUSTED: Don't answer that.</p> <p>13 Mr. Jokelson, your tactic here is painfully</p> <p>14 obvious. You're trying to restate things</p> <p>15 that are said and trying to annoy the Doctor</p> <p>16 rather than asking questions straight up</p> <p>17 questions.</p> <p>18 MR. JOKELSON: I'm trying to get answers</p> <p>19 to questions is what I'm trying to do.</p> <p>20 MR. SHUSTED: You're trying to harass</p> <p>21 the Doctor and get under his skin. That's</p> <p>22 what you're trying to do.</p> <p>23 MR. JOKELSON: I think that's a</p> <p>24 purposelessly ridiculous statement, Jack. I</p>	<p>CHARLES CONCODORA, M.D. Page 43</p> <p>1 department consult, I had been given information</p> <p>2 directly from Dr. Cho during a telephone</p> <p>3 conversation and based on our conversation, the</p> <p>4 standard of care was met and there was sufficient</p> <p>5 information at that time.</p> <p>6 Q. Is the information that you were given by</p> <p>7 Dr. Cho accurately and completely recorded in your</p> <p>8 note, in your attending note that you signed?</p> <p>9 A. Are you talking about my addendum?</p> <p>10 Q. I'm talking about the attending note that you</p> <p>11 cosigned.</p> <p>12 A. I don't -- Mr. Jokelson, I do not cosign an</p> <p>13 attending note. I cosign a resident's note. I</p> <p>14 would put down the attending addendum. That would</p> <p>15 be my portion of the note.</p> <p>16 Q. Actually, it's called an attending note, I</p> <p>17 think, but I don't want to get into a dispute over</p> <p>18 nomenclature.</p> <p>19 MR. JOKELSON: Previously I had shown</p> <p>20 the Doctor a document, the contract, and</p> <p>21 that should be marked, so why don't we mark</p> <p>22 that as Plaintiff's Exhibit P-16.</p> <p>23</p> <p>24 -- -- (Whereupon Exhibit P-16 was marked for</p>
<p>CHARLES CONCODORA, M.D. Page 42</p> <p>1 think if you reflect on it, you'd know --</p> <p>2 maybe you do, in fact, know it, but</p> <p>3 whatever, we can go through that later.</p> <p>4 BY MR. JOKELSON:</p> <p>5 Q. Doctor, did there come a time when you</p> <p>6 reviewed the medical records in this case?</p> <p>7 A. Yes.</p> <p>8 Q. And when was that?</p> <p>9 A. That would have been when I cosigned Dr. Cho's</p> <p>10 note. And then --</p> <p>11 Q. When -- go on.</p> <p>12 A. And then that would have been after learning</p> <p>13 of this lawsuit?</p> <p>14 Q. And when did you cosign Dr. Cho's note?</p> <p>15 A. I believe that was on July 28.</p> <p>16 Q. And so at no time prior to July 28 did you</p> <p>17 review the medical records?</p> <p>18 A. Correct.</p> <p>19 Q. And the medical records were also including</p> <p>20 the ultrasound images?</p> <p>21 A. Correct.</p> <p>22 Q. Is there any reason why you didn't review them</p> <p>23 prior to the 28th?</p> <p>24 A. So the -- at the time of the emergency</p>	<p>CHARLES CONCODORA, M.D. Page 44</p> <p>1 identification.)</p> <p>2</p> <p>3 -- -- MR. JOKELSON: And then the same thing</p> <p>4 goes for the next document that I showed the</p> <p>5 Doctor, which was the on-call time log.</p> <p>6 Let's call that P-17.</p> <p>7</p> <p>8 -- -- (Whereupon Exhibit P-17 was marked for</p> <p>9 identification.)</p> <p>10</p> <p>11 -- -- BY MR. JOKELSON:</p> <p>12 Q. I'm going to share the consultation note. Do</p> <p>13 you see this, Doctor?</p> <p>14 A. Yes.</p> <p>15 Q. This is the consultation report?</p> <p>16 A. Yes.</p> <p>17 Q. And it says it was performed by Eric Cho. Do</p> <p>18 you see that?</p> <p>19 A. Yes.</p> <p>20 Q. At 6:07 a.m. Eastern Daylight Time?</p> <p>21 A. Yes.</p> <p>22 Q. And then it identifies that it was</p> <p>23 authenticated by you at 2020 hours Eastern Daylight</p> <p>24 Time on July 28. That's consistent with what you</p>

<p>CHARLES CONCODORA, M.D. Page 45</p> <p>1 told me before, which is when you looked at the 2 medical records for the first time? 3 A. Correct. 4 MR. JOKELSON: And if you go to -- just 5 for everybody else's benefit this was 6 previously marked as Plaintiff's Exhibit 7 P-13, and it's document number SCHC 6 8 through 9. 9 BY MR. JOKELSON: 10 Q. If you go to the last page, there's a portion 11 called the attending note. I don't see anything in 12 here called attending addendum. Is there a 13 separate attending addendum that I'm unaware of? 14 A. So that is the addendum, so when this note is 15 created by the resident, Dr. Cho, and that's what 16 it states at the top, performed by Dr. Cho, that 17 note is then forwarded to me, to my inbox, and then 18 I place an addendum on the note. 19 So my addendum which is entitled 20 attending note is what you're looking at there. 21 Q. So we were talking about the same thing? 22 A. We were talking about the same thing, yes, but 23 so you know I'm not cosigning an attending note. 24 I'm cosigning a resident's note.</p>	<p>CHARLES CONCODORA, M.D. Page 47</p> <p>1 that is inaccurate or incomplete? 2 A. No, there's nothing inaccurate or incomplete. 3 Q. And I take it that -- it says here, per the 4 resident the patient presented with scrotal 5 swelling that was waxing and waning in size. Is 6 that your understanding? 7 A. Yes. And, Mr. Jokelson, I'd like to go back 8 to, you mentioned inaccurate or incomplete, I'd 9 like to mention that my last sentence there, per 10 the resident, the ultrasound was officially 11 reported as normal, my use of the word official is 12 to refer to the fact that the ultrasound was 13 officially read by a board certified radiologist 14 through tele-radiology services. I am not 15 mentioning that this is a final report. I'm 16 referring to that this was a report by a board 17 certified radiologist. 18 Q. Do you understand there's a difference between 19 an official read and a preliminary read? 20 A. I understand there's a difference between a 21 preliminary and a final. 22 Q. A preliminary and a final, you don't 23 understand the word official to be the same as the 24 word final, an official report is the final report?</p>
<p>CHARLES CONCODORA, M.D. Page 46</p> <p>1 Q. You're cosigning a document that is four pages 2 long that's called at the very top consultation 3 report, and as part of the consultation report, as 4 I understand it, there's something at the bottom 5 called an attending note, and you're cosigning the 6 entirety of this document; is that correct? 7 A. Correct. 8 Q. So in terms of the attending note, which is 9 what you call the attending addendum, which no 10 matter what you call it are all part of the 11 consultation report, is that a complete and 12 accurate recitation of what you discussed with Dr. 13 Cho and what happened? 14 A. Yes. 15 Q. I take it it's true that you discussed the 16 care of the patient with the resident, right? 17 A. Correct. 18 Q. And you also -- you didn't personally examine 19 the patient, correct? 20 A. Correct. 21 Q. And you didn't review the ultrasound images; 22 is that correct? 23 A. Correct. 24 Q. Is there anything about this attending note</p>	<p>CHARLES CONCODORA, M.D. Page 48</p> <p>1 A. I think any report is official since it's 2 finding itself in an official electronic medical 3 record or medical record in general. So let's make 4 a distinction between preliminary and final. 5 Like I mentioned, when I use the word 6 official, I'm stating that a report was generated 7 and is in the record. 8 Q. Would that also go to statements of ultrasound 9 technicians? 10 A. I never use the word of an ultrasound 11 technician. 12 Q. Why is that? 13 A. An ultrasound technician is not qualified to 14 read or interpret images. An ultrasound technician 15 is specifically to perform the technical aspect of 16 the ultrasound. 17 Q. And that means the ultrasound technician does 18 not have the qualifications to identify whether or 19 not there's blood flow to the testicles? 20 MS. ROBINSON: Objection. 21 BY MR. JOKELSON: 22 Q. Is that correct? 23 A. I'd like you to rephrase that. 24 MR. JOKELSON: Pat, why don't you read</p>

CHARLES CONCODORA, M.D. Page 49	CHARLES CONCODORA, M.D. Page 51
<p>1 back my question so I can listen to it and</p> <p>2 rephrase it.</p> <p>3 (Whereupon the court reporter read back</p> <p>4 as follows: "Q. And that means the</p> <p>5 ultrasound technician does not have the</p> <p>6 qualifications to identify whether or not</p> <p>7 there's blood flow to the testicles?")</p> <p>8 BY MR. JOKELSON:</p> <p>9 Q. Does the ultrasound technician have the</p> <p>10 qualifications to determine whether an ultrasound</p> <p>11 reliably demonstrates blood flow?</p> <p>12 MS. ROBINSON: Objection.</p> <p>13 MR. SHUSTED: You can answer.</p> <p>14 THE WITNESS: I'm not familiar with what</p> <p>15 the qualifications are for an ultrasound</p> <p>16 tech. I'm not familiar with their</p> <p>17 certification process.</p> <p>18 I quite honestly don't know what an</p> <p>19 ultrasound tech is supposed to be doing and</p> <p>20 what they're supposed to be looking for.</p> <p>21 BY MR. JOKELSON:</p> <p>22 Q. Doctor, was it ever reported to you that there</p> <p>23 were any limitations to the ultrasound study that</p> <p>24 was done?</p>	<p>1 if now is a good time?</p> <p>2 MR. JOKELSON: I missed what you said.</p> <p>3 MR. SHUSTED: Let's take a five-minute</p> <p>4 break, a restroom break for me and we'll be</p> <p>5 back up.</p> <p>6 MR. JOKELSON: Certainly. Certainly.</p> <p>7 _ _ _</p> <p>8 (Whereupon a recess was held.)</p> <p>9 _ _ _</p> <p>10 BY MR. JOKELSON:</p> <p>11 Q. Let me show you, Doctor, another document.</p> <p>12 You said before when you went back on on</p> <p>13 the 28th and you logged on to sign your note, that</p> <p>14 was the first time that you looked at the medical</p> <p>15 records?</p> <p>16 A. Yes.</p> <p>17 Q. What records did you look at?</p> <p>18 A. Dr. Cho's note.</p> <p>19 Q. Nothing else?</p> <p>20 A. Not that I can recall.</p> <p>21 Q. Any reason you didn't look at any of the</p> <p>22 records?</p> <p>23 A. Because the addendum note that I was putting</p> <p>24 on Dr. Cho's note was based on the conversation</p>
CHARLES CONCODORA, M.D. Page 50	CHARLES CONCODORA, M.D. Page 52
<p>1 A. No.</p> <p>2 Q. Do you understand whether the ultrasound study</p> <p>3 was significantly limited?</p> <p>4 A. Are you asking if I understood at the time</p> <p>5 back in July of '19?</p> <p>6 Q. Sure.</p> <p>7 A. No. No.</p> <p>8 Q. Did you understand at the time whether the</p> <p>9 ultrasound was significantly limited?</p> <p>10 A. At the time, no.</p> <p>11 Q. Did you understand whether the ultrasound at</p> <p>12 the time was of poor quality?</p> <p>13 A. No.</p> <p>14 Q. Did you understand at the time that the</p> <p>15 ultrasound was a "extremely limited study?"</p> <p>16 A. No.</p> <p>17 Q. Did you understand at the time -- did you know</p> <p>18 whether the ED -- whether the ultrasound technician</p> <p>19 requested or discussed medicating the patient,</p> <p>20 sedating the patient?</p> <p>21 A. No. Mr. Jokelson, can I have a moment to</p> <p>22 speak with Mr. Shusted?</p> <p>23 Q. Sure you can.</p> <p>24 MR. SHUSTED: How about a restroom break</p>	<p>1 that I had with Dr. Cho on the 24th, and based</p> <p>2 solely on the information that I had at that time.</p> <p>3 Q. You weren't curious about anything else in the</p> <p>4 chart?</p> <p>5 A. No.</p> <p>6 Q. Did you know anything about this case from Dr.</p> <p>7 Balsara?</p> <p>8 A. I can't recall when I found out more</p> <p>9 information about this case.</p> <p>10 Q. Do you know whether it would have been before</p> <p>11 you wrote the note?</p> <p>12 A. I can't recall.</p> <p>13 Q. So it could have been before?</p> <p>14 A. It could have been after.</p> <p>15 Q. And it could have been before; is that</p> <p>16 correct?</p> <p>17 A. Yes.</p> <p>18 Q. Dr. Balsara, she also works for Urology for</p> <p>19 Children?</p> <p>20 A. Yes.</p> <p>21 Q. And she was the urologist who performed</p> <p>22 surgery?</p> <p>23 A. Yes.</p> <p>24 Q. On the 24th -- and that was surgery to remove</p>

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<p>1 Andres Gardin, Jr.'s left testicle?</p> <p>2 A. Yes.</p> <p>3 Q. Let me show you -- this is the comments that</p> <p>4 the ultrasound technician provided to the</p> <p>5 tele-radiologist in this case. Do you see this?</p> <p>6 A. I see your screen.</p> <p>7 Q. And do you see the tech comments extremely</p> <p>8 limited study, patient inconsolable, screaming</p> <p>9 inconsolable, screaming, constant motion?</p> <p>10 A. Yes, I can see that.</p> <p>11 Q. Right testis within normal limits with an</p> <p>12 inguinal canal, flow imaging limited but</p> <p>13 visualized, left testes limited but seen,</p> <p>14 significant increase of flow visualized in the area</p> <p>15 of the left, epididymitis, I guess that is. Spoke</p> <p>16 to ED about limited results, were comfortable and</p> <p>17 choose not to medicate patient.</p> <p>18 Did you ever become aware of any of this</p> <p>19 information at the time?</p> <p>20 A. At the time of what?</p> <p>21 Q. On the 24th of July.</p> <p>22 A. No.</p> <p>23 Q. Did you become aware of it at any time prior</p> <p>24 to when you signed your note?</p>	<p>1 A. Particularly about testicular torsion, then,</p> <p>2 yes.</p> <p>3 Q. What does sensitivity mean to you?</p> <p>4 A. Sensitivity is how well a test can detect the</p> <p>5 true diagnosis, so looking for the true positives.</p> <p>6 Q. What about specificity, what does that mean to</p> <p>7 you?</p> <p>8 A. Specificity is how well a test can</p> <p>9 specifically pick up on a specific diagnosis versus</p> <p>10 other things on your differential.</p> <p>11 Q. And you never knew about any limitations</p> <p>12 relating to inconsolable screaming -- inconsolable</p> <p>13 screaming, constant motion, correct?</p> <p>14 A. Correct. I was never informed of any of the</p> <p>15 particulars on the study.</p> <p>16 Q. Let me show you another document.</p> <p>17 MR. JOKELSON: For the record, that was</p> <p>18 Plaintiff's Exhibit P-4 that I was referring</p> <p>19 to.</p> <p>20 BY MR. JOKELSON:</p> <p>21 Q. By the way, Doctor, do you understand there</p> <p>22 can be a difference between a preliminary</p> <p>23 ultrasound report and a final ultrasound report?</p> <p>24 A. I think we answered that before, but, yes,</p>
CHARLES CONCODORA, M.D. Page 54	CHARLES CONCODORA, M.D. Page 56
<p>1 A. No.</p> <p>2 Q. Do you know whether motion has any impact on</p> <p>3 an ultrasound evaluation, a scrotal ultrasound</p> <p>4 evaluation?</p> <p>5 A. Yes.</p> <p>6 Q. And what kind of impact is that?</p> <p>7 A. Well, it depends on what you're looking for on</p> <p>8 that scrotal evaluation.</p> <p>9 Q. When you're assessing for a differential</p> <p>10 diagnosis that includes testicular torsion, does it</p> <p>11 have any impact?</p> <p>12 A. It can have an impact.</p> <p>13 Q. What kind of impact can it have?</p> <p>14 A. Well, excessive motion, that can decrease --</p> <p>15 sorry -- that can make it challenging for review of</p> <p>16 the Doppler wave forms.</p> <p>17 Q. Can it impact or compromise or does it</p> <p>18 compromise the specificity of the test?</p> <p>19 A. It can.</p> <p>20 Q. Does it compromise the sensitivity of the</p> <p>21 test?</p> <p>22 A. It can and, once again, it depends on what</p> <p>23 you're looking for.</p> <p>24 Q. If you're looking for testicular torsion?</p>	<p>1 there is a difference between a preliminary and a</p> <p>2 final.</p> <p>3 Q. What is the difference?</p> <p>4 A. So a final report is the definitive</p> <p>5 description of the ultrasound. A preliminary</p> <p>6 report is a report that is focusing in on specific</p> <p>7 aspects of the report -- I'm sorry, of the exam,</p> <p>8 and it's also focused on things that the ordering</p> <p>9 physician has requested.</p> <p>10 So, for example, in this case with a</p> <p>11 testicular torsion on the differential and when the</p> <p>12 radiologist is asked, requested to look for</p> <p>13 testicular torsion, I expect, and it's been in my</p> <p>14 experience that a preliminary finding, although</p> <p>15 incomplete potentially, based on the definition of</p> <p>16 preliminary should be very complete on answering</p> <p>17 that specific question.</p> <p>18 Q. Let me show you the preliminary report in this</p> <p>19 case. Do you see this, Doctor? This is the</p> <p>20 preliminary report issued by Teleradiology</p> <p>21 Solutions and electronically signed by Arjun</p> <p>22 Kalyanpur, M.D. This is previously identified for</p> <p>23 the record as Plaintiff's Exhibit P-6.</p> <p>24 This is the preliminary report we've</p>

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<p>1 been talking about?</p> <p>2 A. I don't know that we've been talking about</p> <p>3 this preliminary report specifically. I think this</p> <p>4 is our first time bringing up this report.</p> <p>5 Q. Is there any other preliminary report that</p> <p>6 you're aware of in this case?</p> <p>7 A. So when you mean aware of in this case, aware</p> <p>8 of after the fact, but this is the only preliminary</p> <p>9 report that I'm aware of.</p> <p>10 Q. At any point, is there any other preliminary</p> <p>11 report? I'm confused by your answer.</p> <p>12 MR. SHUSTED: Why are you confused by</p> <p>13 that answer?</p> <p>14 MR. JOKELSON: It was suggesting that</p> <p>15 there may be another preliminary report and</p> <p>16 if there is, I'm not aware of any.</p> <p>17 THE WITNESS: Mr. Jokelson, my</p> <p>18 interpretation of your question is that</p> <p>19 you're asking if I was aware of a</p> <p>20 preliminary report. I'm just specifying</p> <p>21 that I was not aware of a preliminary report</p> <p>22 at the time of this case.</p> <p>23 BY MR. JOKELSON:</p> <p>24 Q. Okay. I understand. You're aware that there</p>	<p>1 generally or was there a finding that there was no</p> <p>2 testicular torsion within the limits of the study?</p> <p>3 MS. ROBINSON: Object to the form.</p> <p>4 THE WITNESS: Please rephrase that.</p> <p>5 BY MR. JOKELSON:</p> <p>6 Q. Was there a finding that there was no</p> <p>7 testicular torsion generally or was there a finding</p> <p>8 that there was no testicular torsion within the</p> <p>9 limits of the study which was noted to be</p> <p>10 significantly and markedly limited?</p> <p>11 MS. ROBINSON: Object to the form.</p> <p>12 MR. SHUSTED: Objection. You can</p> <p>13 answer.</p> <p>14 THE WITNESS: Honestly I don't know how</p> <p>15 to answer. I'm not understanding this</p> <p>16 question.</p> <p>17 BY MR. JOKELSON:</p> <p>18 Q. I'll try it again.</p> <p>19 Was -- did you understand that there was</p> <p>20 no evidence of testicular torsion generally as</p> <p>21 distinct from a finding of no testicular torsion</p> <p>22 within the confines of this "limited evaluation?"</p> <p>23 MS. ROBINSON: Object to the form.</p> <p>24 MR. SHUSTED: Objection. You can</p>
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<p>1 was a report of whatever nature?</p> <p>2 A. I was aware that there was a report read by a</p> <p>3 board certified radiologist and that is the report</p> <p>4 that I referred to as official in my note.</p> <p>5 Q. And do you see here it talks about</p> <p>6 significantly limited evaluation due to a</p> <p>7 noncooperative patient?</p> <p>8 A. I can read that on your screen, yes.</p> <p>9 Q. And again, you were never advised of that,</p> <p>10 correct?</p> <p>11 A. Correct.</p> <p>12 Q. Now, it says under the impression that this</p> <p>13 is, one, markedly limited evaluation as described.</p> <p>14 Do you see that?</p> <p>15 A. I see that.</p> <p>16 Q. Again, you were never made aware of that</p> <p>17 information, correct?</p> <p>18 A. Correct.</p> <p>19 Q. And then it says no evidence of testicular</p> <p>20 torsion on this limited evaluation. Were you made</p> <p>21 aware of that finding?</p> <p>22 A. I was made aware of the finding that there was</p> <p>23 no evidence of testicular torsion.</p> <p>24 Q. Was there a finding of no testicular torsion</p>	<p>1 answer.</p> <p>2 THE WITNESS: I was notified that there</p> <p>3 was no testicular torsion based on the</p> <p>4 study. I was never notified of limitations,</p> <p>5 so --</p> <p>6 BY MR. JOKELSON:</p> <p>7 Q. So you didn't know that there was a qualifier</p> <p>8 to Dr. Kalyanpur's report?</p> <p>9 MR. SHUSTED: You just interrupted him.</p> <p>10 MS. ROBINSON: Objection. Please note</p> <p>11 my objection to the characterization of the</p> <p>12 report.</p> <p>13 MR. HOSMER: Objection.</p> <p>14 MR. SHUSTED: I have the same objection.</p> <p>15 Mr. Hosmer, do you also have an objection?</p> <p>16 MR. HOSMER: Yes, I made it. Thank you.</p> <p>17 MR. SHUSTED: You can answer the</p> <p>18 question if you remember it.</p> <p>19 THE WITNESS: Can you please read back</p> <p>20 the question?</p> <p>21 (Whereupon the court reporter read back</p> <p>22 as follows: "Q. So you didn't know that</p> <p>23 there was a qualifier to Dr. Kalyanpur's</p> <p>24 report?"")</p>

<p>CHARLES CONCODORA, M.D. Page 61</p> <p>1 THE WITNESS: If you want to 2 characterize it as a qualifier, then I was 3 not aware of "qualifiers: 4 I was made aware of a report by the 5 radiologist stating no testicular torsion. 6 BY MR. JOKELSON: 7 Q. In fact, it says no evidence of testicular 8 torsion on this limited evaluation; is that 9 correct? 10 MS. ROBINSON: I'm going to object in 11 that I think that mischaracterizes the 12 report and the entirety of the report. 13 MR. JOKELSON: I don't think it 14 mischaracterizes anything. I think I just 15 read it verbatim. 16 THE WITNESS: So, Mr. Jokelson, if 17 you're asking can I read what is on your 18 screen, I can read what's on your screen. 19 If you're asking me what I knew and what 20 was referred to me, then there's a 21 discordance between that. 22 BY MR. JOKELSON: 23 Q. A discordance between what? 24 A. What is on your screen and what was told to me</p>	<p>CHARLES CONCODORA, M.D. Page 63</p> <p>1 torsion, even if there's a limitation, it appears 2 that that limitation did not prevent the 3 radiologist from coming up with this finding of no 4 testicular torsion. 5 MR. YOUNG: I'll object to the answer as 6 nonresponsive. 7 BY MR. JOKELSON: 8 Q. That wasn't the finding, was it? The finding 9 was no evidence of testicular torsion on this 10 limited evaluation. 11 He didn't make a general finding of no 12 testicular torsion, did he? 13 MS. ROBINSON: Object -- objection. 14 Asked and answered and we've been through 15 this before. 16 BY MR. JOKELSON: 17 Q. Did he? 18 MR. SHUSTED: What's the question? 19 MR. JOKELSON: Why don't you read it 20 back, Pat. 21 THE WITNESS: Yes. 22 (Whereupon the court reporter read back 23 as follows: "Q. That wasn't the finding, 24 was it? The finding was no evidence of</p>
<p>CHARLES CONCODORA, M.D. Page 62</p> <p>1 at the time of my phone conversation. 2 Q. So what's on the screen marked as impression 3 number two is different than what you were told in 4 your telephone conversation by Dr. Cho, correct? 5 MR. SHUSTED: Objection. You can 6 answer. 7 THE WITNESS: Correct. 8 BY MR. JOKELSON: 9 Q. Does this indicate to you that perhaps you 10 should have been looking at the medical records 11 rather than relying upon Dr. Cho? 12 A. No. I'd like to say that even though this 13 states that this is a limited evaluation, it does 14 not state why this was limited or what caused -- it 15 does not state what the limit was. 16 If there was -- 17 Q. Does it -- 18 A. -- Mr. Jokelson, let me finish, please. 19 In my experience there's been reports 20 that say this is a limited study which prevented 21 the evaluation of vascular flow, or this was a 22 limited study in evaluating or identifying a 23 testicle. This does not state what the limitation 24 was. So if it lists no evidence of testicular</p>	<p>CHARLES CONCODORA, M.D. Page 64</p> <p>1 testicular torsion on this limited 2 evaluation. 3 He didn't make a general finding of no 4 testicular torsion, did he?") 5 THE WITNESS: He wrote down on his 6 impression no evidence of testicular torsion 7 on this limited evaluation. 8 In the findings above the radiologist 9 notes that there is normal echogenicity and 10 Doppler flow signal. That by definition 11 shows no testicular torsion. 12 BY MR. JOKELSON: 13 Q. What is the impression? 14 A. It's what you have on your screen there. 15 Q. No, what is an impression? Is that a 16 diagnosis or conclusion? 17 A. I'm not sure what the use of the word 18 impression is on a radiology report. 19 Q. Well, do you rely upon radiology reports in 20 your practice of medicine? 21 A. Yes. 22 Q. And you don't know what an impression means? 23 MR. SHUSTED: Objection. It's a 24 mischaracterization of what he just</p>

CHARLES CONCODORA, M.D. Page 65	CHARLES CONCODORA, M.D. Page 67
<p>1 testified to. Go ahead.</p> <p>2 THE WITNESS: I rely on the entire</p> <p>3 report which includes findings and which</p> <p>4 includes impressions. I'm not relying on</p> <p>5 one specific aspect of the record.</p> <p>6 BY MR. JOKELSON:</p> <p>7 Q. But you're not answering my question. My</p> <p>8 question is you just said you do not know what an</p> <p>9 impression is?</p> <p>10 A. No. No.</p> <p>11 MR. SHUSTED: No, no.</p> <p>12 BY MR. JOKELSON:</p> <p>13 Q. What is an impression?</p> <p>14 MR. SHUSTED: No. No. It's incorrect,</p> <p>15 and you're doing it again. He gave you --</p> <p>16 you're taking one word out of context.</p> <p>17 Would you please just stop it?</p> <p>18 He said what an impression was from a</p> <p>19 radiological perspective and now you're</p> <p>20 trying --</p> <p>21 MR. JOKELSON: No, he didn't.</p> <p>22 BY MR. JOKELSON:</p> <p>23 Q. What is an impression from a radiological</p> <p>24 impression, Doctor, what is an impression?</p>	<p>1 question pending.</p> <p>2 BY MR. JOKELSON:</p> <p>3 Q. You said that the impression is the overall</p> <p>4 finding, right?</p> <p>5 A. No, I didn't say that.</p> <p>6 Q. If I misheard you, explain it to me again. I</p> <p>7 may have misheard you.</p> <p>8 A. Can you read -- can you read what my answer</p> <p>9 was? I don't even remember at this point.</p> <p>10 (Whereupon the court reporter read back</p> <p>11 as follows: "A. So an impression in</p> <p>12 general, not specifically to a radiology</p> <p>13 report, an impression is the overall</p> <p>14 picture, the overall, I guess findings.</p> <p>15 I don't know what a radiologist uses the</p> <p>16 term impression for specifically.")</p> <p>17 BY MR. JOKELSON:</p> <p>18 Q. So, Doctor, the overall finding in this case</p> <p>19 was not that there was no testicular torsion, but</p> <p>20 that there was no testicular torsion on this</p> <p>21 limited evaluation?</p> <p>22 A. That's incorrect, and let me explain why to</p> <p>23 you, Mr. Jokelson. The overall finding is looking</p> <p>24 at the entire report, okay, which is, part of that</p>
CHARLES CONCODORA, M.D. Page 66	CHARLES CONCODORA, M.D. Page 68
<p>1 A. All right, so --</p> <p>2 MR. SHUSTED: He's not a radiologist and</p> <p>3 he was explaining that to you, and now</p> <p>4 you're misstating what he said. Go ahead.</p> <p>5 BY MR. JOKELSON:</p> <p>6 Q. What is an impression?</p> <p>7 A. So an impression in general, not specifically</p> <p>8 to a radiology report, an impression is the overall</p> <p>9 picture, the overall, I guess findings.</p> <p>10 I don't know what a radiologist uses the</p> <p>11 term impression for specifically.</p> <p>12 Q. So the overall finding in this case was "no</p> <p>13 evidence of testicular torsion on this limited</p> <p>14 evaluation?"</p> <p>15 A. Once again --</p> <p>16 MS. ROBINSON: Objection.</p> <p>17 THE WITNESS: Once again, you just used</p> <p>18 the word overall finding --</p> <p>19 MR. JOKELSON: You just said --</p> <p>20 MR. HOSMER: There is no question</p> <p>21 pending.</p> <p>22 MR. SHUSTED: Thank you. What's the</p> <p>23 next question then?</p> <p>24 MR. JOKELSON: I think there was a</p>	<p>1 report is the findings, which says normal</p> <p>2 echogenicity and Doppler flow signal --</p> <p>3 Q. So how -- I apologize. Go on.</p> <p>4 A. That is the overall picture here. So what</p> <p>5 you're reading and you're misstating the word, you</p> <p>6 keep saying overall finding is, and then you read</p> <p>7 line two. No. You're reading the impression.</p> <p>8 You're reading line two of the impression. That is</p> <p>9 not the overall finding here.</p> <p>10 Q. You said to me before that your definition of</p> <p>11 the impression is the overall finding, did you not?</p> <p>12 A. First of all, I said that my definition in</p> <p>13 general, not specific to a radiology report, and I</p> <p>14 also told you that I don't know what the use of the</p> <p>15 word impression is in radiology terminology.</p> <p>16 Q. And yet you rely upon radiology reports in</p> <p>17 your practice of medicine even though you do not</p> <p>18 know what the doctor means by impression?</p> <p>19 MR. SHUSTED: Objection. Are you going</p> <p>20 to engage in arguments and misstate things</p> <p>21 Mr. Jokelson; is that what we're here for?</p> <p>22 MR. JOKELSON: I think that's what he</p> <p>23 said. He can look at the record if he wants</p> <p>24 to, but that's what I heard.</p>


<p>CHARLES CONCODORA, M.D. Page 69</p> <p>1 MR. SHUSTED: You heard what you heard. 2 The record is what it is. Let's have the 3 next question. 4 BY MR. JOKELSON: 5 Q. Doctor, were you aware, Doctor, that the study 6 was characterized as a poor study? 7 MS. ROBINSON: Objection. Asked and 8 answered. 9 THE WITNESS: I believe I answered that, 10 but, no, I did not know. 11 BY MR. JOKELSON: 12 Q. Let me show you -- this is from St. 13 Christopher's Hospital. Do you see right here it's 14 the ED physician note? 15 A. Yes. 16 Q. This was previously marked as Plaintiffs 17 Exhibit P-10, which is SCHC pages 10 through 13. 18 This is a note, I believe it was 19 authored by Erin Hassel, M.D. Do you know 20 Dr. Hassel? 21 A. No. I'm sure that I've had interactions over 22 the course of my time there, but I do not -- I 23 cannot put a face to the name and I did not know 24 her personally.</p>	<p>CHARLES CONCODORA, M.D. Page 71</p> <p>1 Q. Well, since Dr. Cho was your source of 2 information for reviewing the medical records 3 wouldn't you have an expectation that Dr. Cho had 4 access to these records? 5 A. Once again, I don't know the time that that 6 was written. Many times these notes are written 7 after the fact, so I don't know when that would 8 have been in the record. 9 I don't know when that would have been 10 available to Dr. Cho. I would expect a resident on 11 scene at St. Christopher's to have access to the 12 medical record. I do not know when things have 13 been entered into the system there. 14 Q. And then it says right here at 4:25 a.m. spoke 15 to -- this is the emergency room doctor, spoke to 16 ultrasound tech re patient, she said that while it 17 was difficult to exam the patient secondary to the 18 patient moving during the ultrasound, she's 19 confident there's good blood flow in both 20 testicles. Do you see that? 21 A. I see that on your screen. 22 Q. And you were not made aware of that 23 information, were you? 24 MS. ROBINSON: Object to the form.</p>
<p>CHARLES CONCODORA, M.D. Page 70</p> <p>1 Q. What about Pramath Nath? 2 A. Same thing. 3 Q. And you understood that Dr. Nath was the 4 attending physician, correct? 5 A. I now understand. 6 Q. Did you understand at the time? 7 A. No. 8 Q. It says right here ultrasound of poor quality, 9 however, ultrasound technician reports good blood 10 flow to both testicles during the examination. 11 Did you ever discover this information 12 in this report? 13 MS. ROBINSON: Object to the form. 14 THE WITNESS: Upon review of the records 15 in preparation of this deposition, I had 16 seen that. At the time of my phone call 17 with Dr. Cho, I did not know of that 18 information. 19 BY MR. JOKELSON: 20 Q. I take it Dr. Cho had access to these records? 21 A. You'd have to ask Dr. Cho. 22 Q. Well, do you know of any reason why he 23 wouldn't have access? 24 A. Once again you'd have to ask Dr. Cho.</p>	<p>CHARLES CONCODORA, M.D. Page 72</p> <p>1 THE WITNESS: No. 2 BY MR. JOKELSON: 3 Q. You are not aware if Dr. Cho was made aware of 4 that information or had access to that information? 5 A. I'm not aware. 6 Q. It says right here consulted urology regarding 7 the patient. I'll represent to you that it's been 8 previously testified in this case that that refers 9 to a conversation with Dr. Cho. Do you understand 10 that to be the case? 11 A. Correct. I had no discussions between myself 12 and the emergency room physicians. 13 Q. So the only urology person that they could 14 have been speaking to would have been Dr. Cho? 15 A. Correct. 16 Q. It says relayed that ultrasound tech was not, 17 in all capital letters, concerned for torsion. 18 Were you ever made aware of that? 19 MS. ROBINSON: Object to the form. I 20 don't know what "that" is. 21 BY MR. JOKELSON: 22 Q. That which I just read? 23 A. Say your question again. Sorry. 24 Q. Were you aware what it says here that they</p>

<p>CHARLES CONCODORA, M.D. Page 73</p> <p>1 relayed to Dr. Cho that the ultrasound tech was</p> <p>2 not, in all capital letters, concerned for torsion?</p> <p>3 A. I was not aware.</p> <p>4 Q. Do you know why that information would be of</p> <p>5 any relevance to Dr. Cho?</p> <p>6 MS. ROBINSON: Object to the form.</p> <p>7 MR. SHUSTED: I object to that, too. Go</p> <p>8 ahead. You can answer.</p> <p>9 THE WITNESS: Please repeat that or</p> <p>10 please rephrase that.</p> <p>11 BY MR. JOKELSON:</p> <p>12 Q. Do you know whether -- why the statement that</p> <p>13 the ultrasound -- why relaying that the ultrasound</p> <p>14 tech was not concerned for torsion was of any</p> <p>15 relevance to Dr. Cho?</p> <p>16 MS. ROBINSON: Objection. Lack of</p> <p>17 foundation.</p> <p>18 THE WITNESS: As I mentioned to you</p> <p>19 before, I do not rely upon the comments of</p> <p>20 an ultrasound tech, and that is also</p> <p>21 construed upon our residents, that an</p> <p>22 ultrasound tech has no -- there's no reason</p> <p>23 an ultrasound tech should be giving an</p> <p>24 interpretation, and we would never provide</p>	<p>CHARLES CONCODORA, M.D. Page 75</p> <p>1 MR. JOKELSON: Can you read back the</p> <p>2 Doctor's answer from a couple answers ago?</p> <p>3 I think he used the word confined.</p> <p>4 (Whereupon the court reporter read back</p> <p>5 as follows: "A. As I mentioned to you</p> <p>6 before, I do not rely upon the comments of</p> <p>7 an ultrasound tech, and that is also</p> <p>8 construed upon our residents, that an</p> <p>9 ultrasound tech has no -- there's no reason</p> <p>10 an ultrasound tech should be giving an</p> <p>11 interpretation, and we would never provide</p> <p>12 patient care based off of an ultrasound</p> <p>13 tech's interpretation.")</p> <p>14 BY MR. JOKELSON:</p> <p>15 Q. I don't know what the word construed means.</p> <p>16 What do you mean by construed upon our residents?</p> <p>17 A. Meaning that in training a resident we tell</p> <p>18 the resident that they are never to rely upon an</p> <p>19 ultrasound tech's words. That means nothing. They</p> <p>20 should be relying upon a radiologist.</p> <p>21 Q. So you actually teach them that?</p> <p>22 A. That's part of the residency, is learning how</p> <p>23 to obtain information and where.</p> <p>24 Q. I'm saying you actually teach them</p>
<p>CHARLES CONCODORA, M.D. Page 74</p> <p>1 patient care based off of an ultrasound</p> <p>2 tech's interpretation.</p> <p>3 BY MR. JOKELSON:</p> <p>4 Q. And that's because an ultrasound tech is not</p> <p>5 qualified to do so, is it not?</p> <p>6 MS. ROBINSON: Objection. Asked and</p> <p>7 answered.</p> <p>8 THE WITNESS: Once again, I had answered</p> <p>9 that, but I don't know what the</p> <p>10 qualifications are of an ultrasound tech.</p> <p>11 BY MR. JOKELSON:</p> <p>12 Q. So it's possible that the ultrasound tech may</p> <p>13 be qualified; is that what you're saying?</p> <p>14 MS. ROBINSON: Objection. Asked and</p> <p>15 answered.</p> <p>16 MR. HOSMER: Object to the form.</p> <p>17 MR. SHUSTED: Objection. Come on. Come</p> <p>18 on.</p> <p>19 BY MR. JOKELSON:</p> <p>20 Q. Is that what you're saying, Doctor?</p> <p>21 MS. ROBINSON: Objection.</p> <p>22 THE WITNESS: Mr. Jokelson, I already</p> <p>23 said to you I'm not sure what the</p> <p>24 qualifications are of an ultrasound tech.</p>	<p>CHARLES CONCODORA, M.D. Page 76</p> <p>1 specifically not to rely upon an ultrasound</p> <p>2 technician, correct?</p> <p>3 MR. SHUSTED: Objection. Go ahead. You</p> <p>4 can answer. Really?</p> <p>5 MR. JOKELSON: Really.</p> <p>6 MR. SHUSTED: What you're trying to</p> <p>7 do --</p> <p>8 MR. JOKELSON: I want to get an answer.</p> <p>9 MR. SHUSTED: -- you take it out of one</p> <p>10 context and give it another and it's a</p> <p>11 sneaky think. And I've said it.</p> <p>12 That's sneaky and can we please have</p> <p>13 another question.</p> <p>14 BY MR. JOKELSON:</p> <p>15 Q. Why don't you answer the question, Doctor?</p> <p>16 A. So during their training a resident is</p> <p>17 informed on the proper ways of obtaining</p> <p>18 information, and if a resident were to gather</p> <p>19 information from an ultrasound tech, that resident</p> <p>20 would immediately be made aware that that's not the</p> <p>21 appropriate information to obtain. They would be</p> <p>22 referred to a radiologist, a radiology read.</p> <p>23 Q. Did anybody ever tell Dr. Cho that there's no</p> <p>24 reason for him to have -- there's no reason for</p>

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<p>1 information from an ultrasound technician to be</p> <p>2 relayed to him?</p> <p>3 MS. ROBINSON: I don't want to give a</p> <p>4 speaking objection, but I think that's a</p> <p>5 highly improper question that misstates the</p> <p>6 record.</p> <p>7 THE WITNESS: Also, Mr. Jokelson,</p> <p>8 there's interference, so I cannot hear</p> <p>9 what's going on.</p> <p>10 BY MR. JOKELSON:</p> <p>11 Q. Is the echo coming from me? Am I echoing now?</p> <p>12 A. No.</p> <p>13 Q. Can everybody else hear me?</p> <p>14 MR. SHUSTED: Yes.</p> <p>15 MR. JOKELSON: I lost my train of</p> <p>16 thought, though.</p> <p>17 THE WITNESS: It's terrible when you get</p> <p>18 interrupted.</p> <p>19 MR. JOKELSON: Pat, can you read back</p> <p>20 where we were?</p> <p>21 (Whereupon the court reporter read back</p> <p>22 as follows: "Q. Did anybody ever tell Dr.</p> <p>23 Cho that there's no reason for him to</p> <p>24 have -- there's no reason for information</p>	<p>1 could just ask specific factual questions,</p> <p>2 he's answered your question and you don't</p> <p>3 like the way he's answered it, so you want</p> <p>4 to make him change his answer.</p> <p>5 MR. HOSMER: David, Dr. Cho said he</p> <p>6 didn't rely on the ultrasound tech, so why</p> <p>7 are we even doing this.</p> <p>8 MS. ROBINSON: I'm sorry, if I could add</p> <p>9 to the objection, Dr. Hassel testified about</p> <p>10 this conversation at length, so you're</p> <p>11 asking this witness about a conversation</p> <p>12 that may or may not have happened that he</p> <p>13 wasn't privy to. I just --</p> <p>14 MR. JOKELSON: I'm asking about a</p> <p>15 conversation that was reported to have</p> <p>16 happened involving the person he was</p> <p>17 supervising. I think that's appropriate.</p> <p>18 MS. ROBINSON: You've laid no foundation</p> <p>19 that he was even aware of the conversation.</p> <p>20 Again, it's so far in the abstract and</p> <p>21 hypothetical, that it's just ridiculous.</p> <p>22 MR. SHUSTED: Hearsay.</p> <p>23 MR. JOKELSON: I'll remind everybody</p> <p>24 that we're at a deposition, not trial.</p>
CHARLES CONCODORA, M.D. Page 78	CHARLES CONCODORA, M.D. Page 80
<p>1 from an ultrasound technician to be relayed</p> <p>2 to him?")</p> <p>3 MR. SHUSTED: I object, and, Doctor, why</p> <p>4 don't you leave the room for a second and</p> <p>5 I'll put my objection on the record.</p> <p>6 (Witness excused.)</p> <p>7 MR. SHUSTED: Dr. Concodora has answered</p> <p>8 very specific questions in context as to why</p> <p>9 he -- what use is to be made from the data</p> <p>10 from an ultrasound technician and it should</p> <p>11 not be relied upon for certain reasons, and</p> <p>12 now you're taking those words and misstating</p> <p>13 something by saying no reliance whatsoever.</p> <p>14 So obviously ultrasound technicians</p> <p>15 provide data, and you're now trying to say</p> <p>16 anything a ultrasound technician does is</p> <p>17 useless and you're trying to get this Doctor</p> <p>18 to say --</p> <p>19 MR. JOKELSON: I'm not saying it's</p> <p>20 useless.</p> <p>21 MR. SHUSTED: You're trying to create</p> <p>22 something, and you're misstating what he</p> <p>23 said, and creating not only a misstatement</p> <p>24 but you're arguing with the Doctor. You</p>	<p>1 MR. SHUSTED: That goes to foundation.</p> <p>2 The objection to the form is foundation.</p> <p>3 You're asking him about someone else's</p> <p>4 conversation with someone else, and you've</p> <p>5 already questioned those people about that,</p> <p>6 and saying what did they mean when they were</p> <p>7 talking about that. He wasn't there.</p> <p>8 MR. JOKELSON: I didn't ask what they</p> <p>9 meant. That's exactly not what I asked him,</p> <p>10 Jack.</p> <p>11 MS. ROBINSON: By asking whether or not</p> <p>12 it was proper, you're clearly asking what</p> <p>13 they meant. He can't give an opinion about</p> <p>14 it.</p> <p>15 MR. JOKELSON: Why don't we bring him</p> <p>16 back.</p> <p>17 BY MR. JOKELSON:</p> <p>18 Q. Did you ever review the final radiology report</p> <p>19 done in this case in connection with the</p> <p>20 preliminary report?</p> <p>21 A. During review for this deposition, yes.</p> <p>22 Q. But not at the time?</p> <p>23 A. Well, at the time there was no final report</p> <p>24 because that wasn't provided for another seven</p>

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<p>1 hours or so.</p> <p>2 Q. But you wrote your note four days later?</p> <p>3 A. Correct, and my note was written based off of</p> <p>4 my phone conversation with Dr. Cho and nothing</p> <p>5 else.</p> <p>6 Q. Did you take notes of that phone conversation?</p> <p>7 A. No.</p> <p>8 Q. And you remembered everything that happened in</p> <p>9 that phone conversation, enough to write a note</p> <p>10 about it four days later?</p> <p>11 A. Enough to write that note, yes. What I wrote</p> <p>12 in that note is factual and based on the</p> <p>13 conversation.</p> <p>14 Q. How many patients have you seen in the</p> <p>15 interim?</p> <p>16 A. I don't know.</p> <p>17 Q. Twenty or less?</p> <p>18 A. I don't know.</p> <p>19 Q. Did you see any?</p> <p>20 A. Yes.</p> <p>21 Q. Were you -- did you see patients after 8:00</p> <p>22 a.m. on the 24th of July, on that day?</p> <p>23 A. Yes.</p> <p>24 Q. Did you perform surgery that day?</p>	<p>1 Q. Do you have any recollection today what your</p> <p>2 conversation was with Dr. Cho, actual recollection</p> <p>3 as distinct from what's on the record?</p> <p>4 A. Minimal.</p> <p>5 Q. What's the minimal part?</p> <p>6 A. I remember speaking with Dr. Cho about that</p> <p>7 there was waxing and waning of the scrotum, meaning</p> <p>8 there was a size difference in the scrotum that was</p> <p>9 coming and going to put it in a different term, and</p> <p>10 I remember the ultrasound was read as normal with</p> <p>11 no evidence of testicular torsion.</p> <p>12 Q. Was the waxing and waning over the course of</p> <p>13 the child's lifetime?</p> <p>14 A. I don't recall the duration of time.</p> <p>15 Q. Did there come a time when Urology for</p> <p>16 Children was not being paid by St. Christopher's</p> <p>17 Hospital?</p> <p>18 A. I'm not privy to that information.</p> <p>19 Q. I'm going to show you a document. This is a</p> <p>20 filing in the United States District Court by</p> <p>21 Urology for Children. Let me show you here on page</p> <p>22 2 of this filing, there is a footnote, too, that</p> <p>23 refers to agreements that are with St.</p> <p>24 Christopher's Hospital and one of them is a service</p>
CHARLES CONCODORA, M.D. Page 82	CHARLES CONCODORA, M.D. Page 84
<p>1 A. I'd have to check my schedule. I don't know.</p> <p>2 Q. Did you see patients on the 25th?</p> <p>3 A. I'd have to check my schedule.</p> <p>4 Q. Did you see them on the 26th?</p> <p>5 A. Same answer. I'd have to check my schedule.</p> <p>6 Q. And the same answer would be for the 27th or</p> <p>7 the 28th?</p> <p>8 A. That would be correct.</p> <p>9 Q. But you're certain you made no notes of your</p> <p>10 conversation with Dr. Concodora?</p> <p>11 A. You mean Dr. Cho?</p> <p>12 Q. I meant Dr. Cho. Thank you for correcting my</p> <p>13 mistake.</p> <p>14 A. Correct.</p> <p>15 Q. And you just wrote your note from your memory</p> <p>16 entirely?</p> <p>17 A. Correct.</p> <p>18 Q. And I think you said before, unless I'm</p> <p>19 misunderstanding, that you don't recall having any</p> <p>20 conversations with Dr. Balsara?</p> <p>21 A. Correct.</p> <p>22 Q. And you never spoke to the patient in this</p> <p>23 case or his parents?</p> <p>24 A. Correct.</p>	<p>1 agreement.</p> <p>2 I think I raised that before when we</p> <p>3 were off the record in the beginning of the</p> <p>4 deposition.</p> <p>5 Do you have any knowledge about that</p> <p>6 service agreement?</p> <p>7 A. No, I do not.</p> <p>8 Q. And I had asked your counsel, Mr. Shusted,</p> <p>9 again, to produce that.</p> <p>10 MR. SHUSTED: I'll look into it if you</p> <p>11 send me a follow-up e-mail, too.</p> <p>12 MR. JOKELSON: Off the record.</p> <p>13 ---</p> <p>14 (Whereupon a discussion was held off the</p> <p>15 record.)</p> <p>16 ---</p> <p>17 BY MR. JOKELSON:</p> <p>18 Q. It identifies in here that the debtors, which</p> <p>19 is the entity that own St. Christopher's Hospital</p> <p>20 were obligated to make payments to Urology for</p> <p>21 Children for services rendered and that the debtors</p> <p>22 defaulted on their obligation to make all required</p> <p>23 payments, and in that regard it identifies that the</p> <p>24 debtors owe Urology for Children \$37,200 for</p>

<p>CHARLES CONCODORA, M.D. Page 85</p> <p>1 on-call coverage during May of 2019; \$36,000 for 2 June of 2019; \$37,200 for July of 2019. Were you 3 ever made aware of any of that? 4 A. No. 5 MS. ROBINSON: Objection. 6 MR. JOKELSON: Why don't we take two 7 minutes. I just want to look through my 8 notes. 9 10 (Whereupon a recess was held.) 11 12 BY MR. JOKELSON: 13 Q. Do you understand, Doctor, that acute scrotal 14 pain is a urological emergency requiring prompt 15 attention? 16 A. Yes. 17 Q. Why is that? 18 A. Well, acute scrotal pain has a very large 19 differential diagnosis which includes potential 20 surgical emergencies, medical treatments, and so it 21 requires prompt assessment. 22 Q. Do you understand that a spermatic cord 23 torsion is a true urological emergency and must be 24 differentiated from other complaints of testicular</p>	<p>CHARLES CONCODORA, M.D. Page 87</p> <p>1 MS. ROBINSON: Objection. Vague. 2 MR. HOSMER: Join. 3 BY MR. JOKELSON: 4 Q. Is that correct? 5 A. I didn't hear that. Please state the entire 6 question without interruptions. 7 Q. In order to preserve testicular viability, 8 it's essential, is it not, that in the presence of 9 acute scrotal pain, that the patient be assessed, 10 you know, emergently, emergently; is that correct? 11 MR. SHUSTED: Object to the form. 12 THE WITNESS: So first of all, the 13 assessment of acute scrotal pain requires 14 prompt intervention. You're lumping in 15 viability of the testicle into this, where 16 acute scrotal pain, that's a long 17 differential which includes testicular 18 torsion, so maybe your real question is, I 19 don't know if you're asking, is it necessary 20 in the setting of testicular torsion to act 21 appropriately to save the testicle. 22 BY MR. JOKELSON: 23 Q. In a situation where there's acute scrotal 24 pain the differential includes testicular torsion,</p>
<p>CHARLES CONCODORA, M.D. Page 86</p> <p>1 torsion because a delay in diagnosis can lead to a 2 loss of the testicle? 3 A. Yes. 4 Q. And do you understand that in making that 5 assessment it's necessary to urgently have an 6 ultrasound performed? 7 A. That is part of the assessment. 8 Q. Well, is there any criticality to having that 9 done sooner rather than later? 10 MS. ROBINSON: Object to the form. 11 Vague. 12 BY MR. JOKELSON: 13 Q. Is that a yes? 14 A. Yes. 15 Q. I couldn't hear you, Doctor. 16 A. Yes. 17 Q. And that's a Doppler ultrasound? 18 A. Correct, that would be ultrasound that has 19 Doppler flow, yes. 20 Q. In these sorts of situations time is of the 21 essence for salvaging the testicle? 22 MS. ROBINSON: Object to the form. 23 BY MR. JOKELSON: 24 Q. Taking these prompt actions?</p>	<p>CHARLES CONCODORA, M.D. Page 88</p> <p>1 right? 2 A. Correct. We went over there, yes. 3 Q. So in order to insure that the testicle 4 remains viable, the various items on the 5 differential have to be excluded in an urgent 6 fashion, an emergent fashion? 7 A. Correct. 8 MS. ROBINSON: Objection. 9 MR. SHUSTED: Object to the form. 10 MS. ROBINSON: I join in the objection 11 I'm sorry, Doctor, and, Mr. Jokelson, I'm 12 not trying to interrupt anyone, but 13 Dr. Concodora you're not my witness and 14 sometimes there's no time between 15 Mr. Jokelson finishing and you starting, so 16 that leads me to interrupting one of you, so 17 if I could respectfully ask for maybe a 18 brief pause in between the finishing of the 19 question and you answering, I think that 20 would stop me from interrupting. 21 BY MR. JOKELSON: 22 Q. Part of that emergent evaluation to rule out 23 testicular torsion in the presence of an acute -- 24 of acute scrotal pain would be the performance</p>

<p>CHARLES CONCODORA, M.D. Page 89</p> <p>1 urgently of a scrotal ultrasound?</p> <p>2 MS. ROBINSON: Object to the form.</p> <p>3 THE WITNESS: If testicular torsion is</p> <p>4 on the differential diagnosis, then, yes,</p> <p>5 ultrasound is appropriate, yes.</p> <p>6 BY MR. JOKELSON:</p> <p>7 Q. And testicular torsion should be on the</p> <p>8 differential diagnosis when a patient has acute</p> <p>9 scrotal pain?</p> <p>10 A. Correct.</p> <p>11 Q. Is that correct?</p> <p>12 A. Yes.</p> <p>13 MR. JOKELSON: I don't have any further</p> <p>14 questions, I don't think. Thank you,</p> <p>15 though.</p> <p>16 MR. YOUNG: I have just a few. David,</p> <p>17 would you please put up SCHC 12?</p> <p>18 MR. JOKELSON: Mr. Young, do you know</p> <p>19 what plaintiff exhibit that was?</p> <p>20 MR. YOUNG: It's the emergency urgent</p> <p>21 care notes.</p> <p>22 MR. JOKELSON: I believe it's</p> <p>23 Plaintiff's Exhibit 10. You want page 12?</p> <p>24 MR. YOUNG: Yes, please.</p>	<p>CHARLES CONCODORA, M.D. Page 91</p> <p>1 Q. So it was not related in a lack of confidence</p> <p>2 in the results of the ultrasound?</p> <p>3 MS. ROBINSON: Object to the form.</p> <p>4 THE WITNESS: I can't answer for</p> <p>5 Dr. Cho, but like I mentioned, Dr. Cho would</p> <p>6 have been coming in regardless.</p> <p>7 MR. YOUNG: Thank you. That's all I</p> <p>8 have. Thank you.</p> <p>9 MR. HOSMER: I have nothing.</p> <p>10 MS. ROBINSON: I don't have anything.</p> <p>11 MR. FOWLER: No questions from me.</p> <p>12 MR. JOKELSON: Thank you, everyone.</p> <p>13 ---</p> <p>14 (Deposition concluded at 6:05 p.m.)</p> <p>15 ---</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>
<p>CHARLES CONCODORA, M.D. Page 90</p> <p>1 BY MR. YOUNG:</p> <p>2 Q. Doctor, my name is George Young. I represent</p> <p>3 Dr. Kalyanpur and I would like, please, if we could</p> <p>4 highlight Dr. Hassel's note of 5:32 a.m. Can you</p> <p>5 do that, David?</p> <p>6 MR. JOKELSON: Sure.</p> <p>7 BY MR. YOUNG:</p> <p>8 Q. Doctor, do you see that?</p> <p>9 A. Yes.</p> <p>10 Q. Dr. Hassel wrote spoke to urologist, reported</p> <p>11 that he was not confident in the results of the</p> <p>12 ultrasound. He is coming in to evaluate the</p> <p>13 patient.</p> <p>14 Was that ever communicated to you that</p> <p>15 the urologist was not confident in the results of</p> <p>16 the ultrasound?</p> <p>17 A. So that line from the medical record was not</p> <p>18 relayed to me.</p> <p>19 Q. Did Dr. Cho ever indicate to you why he</p> <p>20 decided to come in to evaluate the patient?</p> <p>21 A. Because that's standard for the residents</p> <p>22 covering the emergency room. Every scrotal pain is</p> <p>23 to be seen by the resident in person. So that is</p> <p>24 standard for that resident to come in.</p>	<p>CHARLES CONCODORA, M.D. Page 92</p> <p>1 C E R T I F I C A T I O N</p> <p>2</p> <p>3 I, PATRICIA A. LIPSKI, hereby</p> <p>4 certify that the testimony and the proceedings in</p> <p>5 the foregoing matter, are contained fully and</p> <p>6 accurately in the stenographic notes taken by me,</p> <p>7 and that pages 1 through 91 of this testimony are a</p> <p>8 true and correct transcript of the same.</p> <p>9</p> <p>10 </p> <p>11</p> <p>12 PATRICIA A. LIPSKI</p> <p>13 RPR, CCR, New Jersey,</p> <p>14 Notary Public</p> <p>15</p> <p>16 The foregoing certification of this</p> <p>17 transcript does not apply to any reproduction of</p> <p>18 the same by any means unless under the direct</p> <p>19 control and/or direction of the certifying</p> <p>20 shorthand reporter.</p> <p>21 ---</p> <p>22</p> <p>23</p> <p>24</p>

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CERTIFICATE OF DEPONENT

I, CHARLES CONCODORA, M.D., have read
the foregoing transcript of my testimony taken on
June 29, 2021, contained within pages 1 to 92, and
it is true, correct and complete to the best of my
knowledge, recollection and belief, except for the
list of corrections, if any, attached on a separate
sheet herewith.

DATE CHARLES CONCODORA, M.D.